OFFICE OF THE ATTORNEY GENERAL Executive Staff



ASHLEY MOODY ATTORNEY GENERAL STATE OF FLORIDA

PL-01 The Capitol Tallahassee, FL 32399-1050 Phone (850) 414-3300 Fax (850) 487-2564 http://www.myfloridalegal.com

August 28, 2023

Mr. Chris O'Brien, Chief of Police Hollywood Police Department 3250 Hollywood Blvd. Hollywood, Florida 33021

Dear Chief O'Brien:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Hollywood Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of \$91,448.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or <u>contact.voca@myfloridalegal.com</u> with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard Chief Deputy Attorney General

JMG/rs

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

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

AND

Hollywood Police Department

GRANT NO: VOCA-C-2023-City of Hollywood Police Departm-00237

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

CTVKENG"30""ENGAGEMENT OF THE PROVIDER

"""""Vjg"QC I "gpicigu"vjg"Rtqxkfgt"vq" rgthqt o "ugtxkegu"cu"urgekhkgf"kp"vjku"Citgg o gpv0""Cm"ugtxkegu"ctg"vq"dg" performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of vjg"QC I "vq"vjg"uwdeqpvtcevqt0""Cm"uwdeqpvtcev"citgg o gpvu" y km"eqpvckp"c" fkuenquwtg"vq"vjku"ghkgev0

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 56"W0U0E0"È"42325."Etk o g"Xkevk o "Cuukuvcpeg."4: "E0H0T0"ÈÈ"; 60323"vj tqw i j"; 60344."vj g"hg f gtcn" i qxgtp o gpv/ yk f g" i tcpv"twngu"cu"ugv"hqtv j "kp"4"E0H0T0"È"422."gv0"ug s0."cp f"vj g"W0U0" F gr ctv o gpv"qh"Lwuvkeg."*FQL+."Qhhkeg"qh"Lwuvkeg" Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

CTVKENG"40""SCOPE OF WORK

CTVKENG"50""TIME OF PERFORMANCE

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

CTVKENG"60""GRANT FUNDS

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

CTVKENG"70""FINANCIAL CONSEQUENCES

CTVKENG"80""REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Hnqtkfc"cv" O {HnqtkfcOctmgvRnceg0eq o 0""Kh"vjg"rctvkgu"citgg"vjcv"gzkigpv"ektew o uvcpegu"gzkuv"vjcv" y qwnf"rtgxgpv" such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register y kvjkp"43" fc{u"htqo"gzgewvkqp0""Hcknwtg"qh"vjg"RTQXKFGT"vq"tgikuvgt"gngevtqpkecm{"ykvj"vjg"uvcvg"qh"Hnqtkfc" y km" result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has eq o rnkgf0""Vjg"qpnkpg"tgikuvtcvkqp"ecp"dg"eq o rngvgf"cv<"https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: xgpfqtjgnr B o {hnqtkfc0eq o " Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

"""""Vjg"Rtqxkfgt" ykm"eq o rn{" ykvj "vjg"cr rnkecdng"tgswktg o gpvu"tgictfkpi "tgikuvtcvkqp" ykvj "vjg"U{uvg o "hqt" Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJøs Office of Justice Programs), and to acquire and provide a Data Wpkxgtucn"Pw o dgtkpi "U{uvg o "*FWPU+"pw o dgt0""Vjg"Rtqxkfgt" ykm"eq o rn{" ykvj "cr rnkecdng"tguvtkevkqpu"qp" uwdeqpvtcevqtu"vjcv"fq"pqv"ceswktg"cpf"rtqxkfg"c"FWPU"pw o dgt0""Vjg"fgvcknu"qh"Rtqxkfgt"qdnk i cvkqpu"ctg" rquvgf" on the Office of Justice Programsø"website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. "Vjku"urgekcn"eqpfkvkqp"fqgu"pqv"crrn{"vq"vjg"Rtqxkfgt" yjq"ku"cp"kpfkxkfwcn"cpf"tgegkxgf"vjg"itcpv"cyctf"cu"c" natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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

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

CTVKENG": 0""<u>E-GRANT SYSTEM REQUIREMENT</u>

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

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or cp"c o gpfgf"dwf i gv"crrtqxgf"d{"vjg"QC I "ctg"gnk i kdng"hqt"tgk o dwtug o gpv" y kvj" i tcpv"hwpfu0""Cp{"tgswguvgf" modification to the budget must be submitted by the Provider in writing to the OAG and will require prior crrtqxcn"d{"vjg"QC I 0""Dwf i gv" o qfkhkecvkqp"crrtqxcn"ku"cv"vjg"uqng" fkuetgvkqp"qh"vjg"QC I 0""Cp{"i tcpv"hwpfu" reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of XQEC."56"W0U0E0"È"42325."Etk o g"Xkevk o "Cuukuvcpeg."4: "E0H0T0"ÈÈ; 60323"vjtqw i j"; 60344."vjg"hgfgtcn" i qxgtp o gpv/ y kfg" i tcpv"twngu"cu"ugv"hqtvj "kp"vjg"4"E0H0T0"È'422."cpf"vjg"FQL."Qhhkeg"qh"Lwuvkeg"Rtq i tc o u."FQL" Hkpcpekcn" I wkfg.""cpf"cp{"qvjgt"tg i wncvkqpu"qt" i wkfgnkpgu"ewttgpvn{"qt"uwdugswgpvn{"tgswktgf"d{"vjg"FQL"cpf"uvcvg" or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment, as contemplated by this Agreement.

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

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

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

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

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination fcvg"qh"vjku"C i tgg o gpv0""Kh"vjg"Rtqxkfgt"ku"c"wpkv"qh"nqecn"qt"uvcvg" i qxgtp o gpv."vjg"Rtqxkfgt" o wuv"hqmq y "vjg" y tkvvgp"rwtejcukp i "rtqegfwtgu"qh"vjcv" i qxgtp o gpvcn"c i gpe{"qt"wpkv0""Kh"vjg"Rtqxkfgt"ku"c"pqp/rtqhkv"qt i cpk | cvkqp." the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or kp"gzeguu"qh"&4.722"wpnguu"kv"ku"fqew o gpvgf"vjcv"vjg"xgpfqt"ku"c"uqng"uqwteg"uwr rnkgt0""Vjg"Rtqxkfgt" y knn"wug"vjg" lowest quote for the purchase.

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

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

ARTICLE 10. PROGRAM INCOME

Tjg"Rtqxkfgt" y km"rtqxkfg"ugtxkegu"vq"etk o g"xkevk o u."cv"pq"ejctig."vjtqwij"vjg"XQEC" i tcpv"hwpfgf"rtqlgev("" Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

""C0""""""<u>Total Funds</u><""""Vjg"QC I "ykm"tgk o dwtug"vjg"Rtqxkfgt"hqt"eqpvtcevwcn"ugtxkegu"qt"cxckncdknkv{"vq" provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in ceeqtfcpeg" y kvj "vjg"vgt o u"cpf"eqpfkvkqpu"qh"vjku"Citgg o gpv0""Vjg"vqvcn"uw o "qh" o qpkgu"cxckncdng"hqt" reimbursement to the Provider for services provided will not exceed \$91,448.00.

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

ARTICLE 12. METHOD OF PAYMENT

""C0""""""""<u>Payment</u><""Rc{ o gpv"hqt"ugtxkegu"rgthqt o gf"wpfgt"vjku"Citgg o gpv" y km"dg"kuuwgf"kp"ceeqtfcpeg" y kvj' vjg"rtqxkukqpu"qh"ugevkqp"4370644."Hnqtkfc"Uvcvwvgu0""Vjg"QCI" y km"jcxg"42"fc{u"htqo"vjg"tgegkrv"qh"cp{"kpxqkeg"

for the approval and inspection of goods or services.

F0"""""Correction of Invoices<""Kh"vjg"Rtqxkfgt"uwd o kvu"cp"kpxqkeg"vjcv" fqgu"pqv"ceewtcvgn{"tghngev"vjg"equvu" associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for rc{ o gpv0""Cp{"tgk o dwtug o gpv" fwg"qt"cp{"crrtqxcn"pgeguuct{"wpfgt"vjg"vgt o u"qh"vjku"Citgg o gpv" ykm"dg" ykvjjgnf" until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have dggp"crrtqxgf"d{"vjg"QCI0"

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

"""""<u>Matching Grant Award</u>""Vjg"Rtqxkfgt"ku"tgswktgf"vq" o cvej "vjg" i tcpv" c y ctf" cu"tgswktgf"kp"vjg" twngu" implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the QC I 0""Cm"hwpfu"fguk i pcvgf"cu" o cvej "eqpvtkdwvkqpu"ctg"tguvtkevgf"kp"vjg"uc o g" o cppgt"cpf"vq"dg"gzrgpfgf"hqt"vjg" uc o g"wugu"cu"vjg"XQEC"xkevk o "cuukuvcpeg" i tcpv"hwpfu"cpf" o wuv"dg"gzrgpfgf" y kvjkp"vjg" i tcpv" rgtkqf0""Wpnguu" otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

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

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

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

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

ARTICLE 15. INDEPENDENT CONTRACTOR

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

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

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

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

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

ARTICLE 17. PUBLIC RECORDS

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

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

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

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the y tkwgp"rgt o kuukqp"qh"vjg"QC I 0""Kh"vjg"Rtqxkfgt"ku"pq"nqpigt"c" i tcpv"hwpfu"tgekrkgpv."cm"rtqrgtv{"ceswktgf"d{"i tcpv" funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

ARTICLE 20. AUDIT REPORT SUBMISSION

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

- D0"""""Cp{"tgrqtvu." o cpc i g o gpv"ngvvgtu."qt"qv j gt"kphqt o cvkqp"tgswktgf"vq"dg"uwd o kvvgf"vq"v j g"QC I "rwtuwcpv"vq" this Agreement will be submitted timely in accordance with federal government-wide grant rules as set hqtv j "kp"4"E0H0T0"È"422."gv0"ugs0."cu"cr rnkecdng0
- E0"""""Rtqxkfgtu"ujqwnf"kpfkecvg"vjg"fcvg"vjg"hkpcpekcn"tgrqtvkpi"rcemcig"ycu"fgnkxgtgf"kp"eqttgurqpfgpeg" accompanying the financial reporting package.

ARTICLE 21. MONITORING

Ip"cffkvkqp"vq"tgxkgyu"qh"cwfkvu"eqpfwevgf"kp"ceeqtfcpeg"ykvj"4"E0H0T0"È"4220722."vjg"Rtqxkfgt"ykm"eqorn{" and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the QC I."kpenwfkpi"dwv"pqv"nkokvgf"vq"qp/ukvg"xkukvu0""Vjg"Rtqxkfgt"ykm"cnuq"eqorn{" cpf"eqqrgtcvg"ykvj"cp{" inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or fkucmq y gf"kvg ou" rwtuwcpv"vq"vjg"vgt ou"cpf"eqp fkvkqpu"qh"vjku"C i tgg o gpv0""Kp"vjg"gxgpv"vjg"Rtqxkfgt"qt"cp{"qwvukfg' accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Rtqxkfgt" ykm"hqtvj ykvj"tgwtp"vjg"hwpfu"vq"vjg"QC I0""Ujqwnf"vjg"Rtqxkfgt"hckn"vq"k o ogfkcvgn{"tgk o dwtug"vjg"QC I" for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the c o qwpv"qh"vjg"qxgtrc{ o gpv"qt"qwvvcpfkpi"dcncpeg"vjgtgqh0""Kpvgtguv" ykm"ceetwg"htq o "vjg" fcvg"qh"vjg"Rtqxkfgtøs initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

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

ARTICLE 24. GRATUITIES

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

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an crrtqrtkcvg"rgtkqf0""Vjg"Rtqxkfgt" y km"gpuwtg"vjcv"kvu"uwdeqpvtcevqtu."kh"cp{."eq o rn{"y kvj"vjgug"rtqxkukqpu0}

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

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

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorneyøs fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the rgthqt o cpeg"qt"qrgtcvkqp"qh"vjku"C i tgg o gpv"qt"cp{"uwdugswgpv" o qfkhkecvkqpu"qt"gzvgpukqpu"vjgtqqh0"""Vjg" Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to kpfg o pkh{"vjg"QC I "ykvjkp"ugxgp"fc{u"chvgt"pqvkeg"d{"vjg"QC I 0""Vjg"Rtqxkfgt" ykm"rc{"cm"equvu"cpf"hggu" including attorneyøs fees related to these obligations and their enforcement by the OAG. The OAGøs failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for cp{"enck ou."uwkvu."lwf i o gpvu."qt"fc o cigu"ctkukpi"uqngn{"htq o "vjg"pginkigpv"cevu"qh"vjg"QC I 0""Vjg"Rtqxkfgt" ykm" assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Providers.

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

ARTICLE 27. TERMINATION

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

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

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

ARTICLE 28. AMENDMENTS

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

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may kpenw fg"vjg"Q o pkdwu"Etk o g"Eqpvtqn"cpf"Uchg"Uvtggvu"Cev"qh"3;8: "*56"W0U0E0"ÈÈ"3244:*e+"cpf"32443*c++="vjg" Xkevk o u"qh"Etk o g"Cev"qh"3;:6."cu"c o gpfgf"*56"W0U0E0"È"42332*g++="Vjg"Lwxgpkng"Lwuvkeg"cpf"Fgnkps wgpe{" Rtgxgpvkqp"Cev"qh"3;96."cu"c o gpfgf"*56"W0U0E0"È"333:4*d++="Vkvng"XK"qh"vjg"Ekxkn"Tk i jvu"Cev"qh"3;86"*64"W0U0E0"È"4222f+="Ugevkqp"726"qh"vjg"Tgjcdknkvckqp"Cev"qh"3;95"*4;"W0U0E0"È9;6+."Vkvng"KK"qh"vjg"C o gtkecpu" ykvj" Fkucdknkvkgu"Cev"qh"3;;2"*64"W0U0E0"È"34353/56+="Vkvng"KZ"qh"vjg"Gfwecvkqp"C o gpf o gpvu"qh"3;94"*42"W0U0E0"ÈÈ" 38:3."38:5."38:7/:8+="vjg"Cig"Fkuetk o kpcvkqp"Cev"qh"3;97"*64"W0U0E0"ÈE"8323/29+="cpf"Gzge0"Qtfgt"3549;"*89" Fed. Reg. 241).

""""""Vjg"Rtqxkfgt" o wuv" j cxg" rqnkekgu" cpf" rtqegfwtgu"kp" rnceg"hqt" tgurqpfkpi "vq" eq o rnckpvu" qh" fkuetk o kpcvkqp" vj cv"g o rnq {ggu" cpf" dgpghkekctkgu"hkng" fktgevn {" ykvj "vjg" Rtqxkfgt0""Kphqt o cvkqp" rtqxkfgf" d {"vjg" W0U0" Fgrctv o gpv" qh" Justice, Office of Justice Programs, to assist with policy and procedure development is available at <u>http://ojp.gov/about/offices/ocr.htm</u>.

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

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

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or dgpghkvkpi"htq o +" rtq i tc o u"vj cv"ctg"hwpfgf"d{"vjqug"uc o g"hgfgtcn"hwpfu0""Cu"cp"gzc o rng." rtqxkfgf"d{"vjg"Qhhkeg" for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA rtq i tc o 0""Vj ku"uc o g"rtqvgevkqp"cnuq"cr rnkgu"vq"vjg"uvwfgpvu)"rctgpvu"qt"ng i cn" i wctfkcpu0

ARTICLE 31. ACKNOWLEDGEMENTS

A....."Cnn" rwdnkecvkqpu."cfxgtvkukpi."qt" y tkvvgp" fguetkrvkqpu"qh"vjg"urqpuqtujkr"qh"vjg" rtqitco" y knn"uvcvg<" "This project was supported by Award No. VOCA-C-2023-City of Hollywood Police Departm-00237 awarded d{"vjg"Qhhkeg"hqt"Xkevkou"qh"Etkog."Qhhkeg"qh"Lwuvkeg"Rtqitcou0""Urqpuqtgf"d{"*Hollywood Police Department) and the state of Florida."

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

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

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

D.----<u>Condensed Civil Rights Statement</u><""Vjg"Hollywood Police Department is an equal opportunity provider and employer.

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

ARTICLE 32. EMPLOYMENT

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG $cpf"vjg"Rtqxkfgt0""Pq"vjktf"rctv{"vq"vjku"Citggogpv."kpenwfkpi"vjg"xkevkou"ugtxgf"d{"vjg"Rtqxkfgt."jcxg"cp{"tkijvu" wpfgt"vjku"Citggogpv0""Pq"vjktf"rctv{"oc{"tgn{"wrqp"vjku"Citggogpv."qt"vjg"tkijvu"cpf"tgrtgugpvcvkqpu"etgcvgf"d{" it for any purpose.}$

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A.....All approvals referenced in this Agreement must be obtained from the parties' contract cf o kpkuvtcvqtu"qt"vjgkt" fguk i pggu0""Cm"pqvkegu" o wuv"dg" i kxgp"vq"vjg" rctvkgu)"eqpvtcev"cf o kpkuvtcvqtu "tgurgevkxgn{0}

B.-----Vjg"QCI)u"eqpvtcev"cfokpkuvtcvqt"ku"Ejtkuvkpc"H0"Jcttku."Ejkgh."Dwtgcw"qh"Cfxqece{"cpf"Itcpvu" Management.

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

 $D. = ""Vjg"rctvkgu"ykm"rtqxkfg"gcej"qvjgt"ykvj"ytkvgp"pqvkhkecvkqp"qh"cp{"ejcpig"kp"kvu"fgukipcvgf"tgrtgugpvcvkxg"hqt"vjku"Citggogpv0""Uwej"ejcpigu"fq"pqv"tgswktg"c"hqtocn"ytkvvgp"cogpfogpv"vq"vjku"Citggogpv0"$

ARTICLE 35. CONTROLLING LAW AND VENUE

Tjku"Citgg o gpv" y km"dg" i qxgtpg f"d{"vjg"nc y u"qh"vjg"uvcvg"qh"Hnqtkfc0""Cm"nkvk i cvkqp"ctkukp i "wpfgt"vjku" Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

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

| IN WITNESS WHEREOF, the OFFICE OF THE ATTO | RNEY GENERAL and Hollywood Police Department, |
|--|---|
| have executed this agreement. | |

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aaaaaaaaaaaaaaaaaaaaaaa" Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

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

Office of the Attorney General Grant Award Project Summary

| Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050 | Office of the Attorney General Victims of Crime Act Grant | | 2023-2024 | | |
|---|--|--|----------------------------|--|--|
| Subrecipient Name and Address Hollywood Police Department 3250 Hollywood Blvd Hollywood, Florida 33021 | OAG Grant Number VOCA-C-2023-City of Hollywood Police Departm-00237 | | | | |
| Subrecipient DUNS Number 94-514-7262 | Project Period: From 10/1/2023 To 9/30/2024 | | | | |
| Subrecipient IRS/Vendor/FEIN Number 59-6000338 | Budget Period: From 10/1/2023 ⊤o 9/30/2024 | | | | |
| Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula | Award Date 10/01/2023 | | Award is R&D (Y/N) No | | |
| Previous Award Amount \$0.00 | Amount of this \$91,448.00 | Award | Total Award \$91,448.00 | | |
| Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract. | | | | | |
| Catalog of Domestic Federal Assistance (CFDA Numb 16.575 - Crime Victim Assistance | Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance | | | | |
| Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims. | | | | | |
| Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime | | OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024 | | | |
| OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI | | OVC Total Award to OAG \$106,717,018 \$66,670,292 | | | |
| OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380 | | Bureau Contact <u>contact.voca@myfloridalegal.com</u> (850) 414-3380 | | | |
| Signature, OAG Authorizing Official, Date | | Signature, Agency Executive Director, Date | | | |