

**ASHLEY MOODY**  
**ATTORNEY GENERAL**  
**STATE OF FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL**  
Associate Deputy Attorney General for  
Criminal Justice Programs

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September 10, 2024

Mr. Jose Vargas, Chief of Police  
City of Pembroke Pines  
9500 Pines Boulevard  
Pembroke Pines, Florida 33024-6258

Dear Chief Vargas:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that City of Pembroke Pines will be awarded a Victims of Crime Act (VOCA) grant for the 2024-2025 funding cycle.

As I wrote earlier this year, General Moody worked with our state partners to increase the funding that would be available this year, and the Florida Legislature allocated general revenue to offset VOCA federal funding reductions. Based on those state funds, we are pleased to inform you that this year's grant award will equal your 2023-2024 award, and no decreases will be made to VOCA grant recipients this year.

Please take heed of our previous letters regarding projected cuts to VOCA funds. We still anticipate cuts to VOCA awards in the coming years based on Federal projections. In the meantime, please continue to use these funds to aid victims of crimes in Florida.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or [contact.voca@myfloridalegal.com](mailto:contact.voca@myfloridalegal.com). Thank you for your continued efforts in the field of victim services.

Sincerely,

**Joseph Spataro**  
Associate Deputy Attorney General

FY 2024/2025  
(Grant Period October 1, 2024, through September 30, 2025)

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

AND

City of Pembroke Pines

GRANT NO: VOCA-C-2024-Pembroke Pines Police Department-00101

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 "the OAG," an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Pembroke Pines, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

**CTVENG"30" ENGAGEMENT OF THE PROVIDER**

"Vjg"QC I "gpicigu"vjq"Rtqxkfgt"vq"rgthqt o "ugtxkegu"cu"urgekhkgf"kp"vjk" Ci tgg 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"vjq"uwdeqpvctevqt0" Cm"uwdeqpvctev"ci tgg o gpv"ykm"eqpvckp"ckp"fkuenquwtg"vq"vjk"ghhgev"

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 56" W0U0E0"È"42325. "Etk o g"Xkevk o "Cuukuvcepeg."4: "E0H0T0"ÈÈ"; 60323"vjtqwij"; 60344."vjq"hgfgtcn"iqxgtp o gpv/ykfg" itcpv"twngu"cu"ugv"htqvj"kp"4"E0H0T0"È"422."gv0"ugs0."cpf"vjq" W0U0"Frgrctv 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.

**CTVENG"40" SCOPE OF WORK**

"Hqt"vjq"4246!4247" I tcpv"Rgtkqf."vjq"Rtqxkfgt"ykm" o ckpvckp"ckp" xkevk o "ugtxkegu"rtqitco"vjq"vycv"ykm"dg" available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2024/2025 Grant Application as approved by the OAG and incorporated herein by reference.

**CTVENG"50" TIME OF PERFORMANCE**

"Vjku" Ci tgg o gpv"ykm" dgeq o g"ghhgevkg"qp"Qevqdgt"3."4246."qt"qp"vjq"fcvg"yjgp"vjk" Ci tgg o gpv"jcu"dgpp" signed by all parties, whichever is later, and will end on September 30, 2025. 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.

**CTVENG"60" GRANT FUNDS**

"Vjq"Rtqxkfgt"ykm"pqv"eqo o kping"itcpv"hwpu"rcf o gpv"cpf"tgk o dwtug o gpv"o cfg"wpfgt"vjk" Ci tgg o gpv"t"

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 Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be wug f"vq"uwr rqtv"cpqvjgt0" "Y j gp"v j g"Rtqxkfgt)u"gzkuvkp i"ceeqwpvkp i"u{uvgo"ecppqv"eq o rn{"ykvj"v j k u"tgswktg o gpv." the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

"Kp"ceeqtfcpeg"yvjg"rtqxukqpu"qh"ugevkqp"4:9027:4."Hnqtkfc"Uvcvwvgu."kh"vjg"vgtou"qh"vjku"Citggogpv" and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and urgpfkpi"cvwjqtkv{"d{"vjg" Hnqtkfc"Ngikuncwtg0"Kp"cf fkvkqp."vjg"QC I Øs performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

# CTVKENG"70""FINANCIAL CONSEQUENCES

"Kp"ceeqtfcpeg" y kj "ugevkqp"4370;93."Hnqtkfc"Ucvwvgu." rtqxukqpu"urgekh{kp i "vjg"hkpcpekci"eqpugswgpegu" that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth kp"vjku"rctc itcr j0""Vjg"Rtqxkfgt" y kgn"dg" jgnf"tgurqpukdng"hqt" o ckpvckpkp i "c"xkevk o "ugtxkegu"rtq i tc o "vjcv" y kgn"dg" available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG kp"y tkvki 0""Kh"vjg"Rtqxkfgt" f qgu"pqy" o ckpvckp"c"xkevk o "ugtxkegu"rtq i tc o "vjcv" y kgn"dg"cxckncdng"vq"rtqxkfg" fktgev" services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as fgygt o kpgf" d{ "vjg"QC I 0""Vjg"rtqxukqpu"kp"vjku"Ctvkeng"fq"pqv"nk o kv"vjg"QC I o s rights under the law with regard to breach of this agreement or specified termination provisions.

## **CTVKEENG"80" "REGISTRATION REQUIREMENTS**

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida. If the PROVIDER fails to register electronically with the State of Florida prior to the execution of this Agreement, then the PROVIDER will so register within 30 days of the execution of this Agreement. If the PROVIDER fails to register electronically with the State of Florida within 30 days of the execution of this Agreement, then the PROVIDER will be subject to non-payment for expenditures by the Department of Financial Services until the PROVIDER has registered electronically with the State of Florida. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: [vendorhelp@myflorida.com](mailto:vendorhelp@myflorida.com). Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

""""""""V jg"Rtqxkfgt" y kññ"eq o rn{" y kñj"v jg"cr rñkecdng"tgswktg o gpvu"tg ictfkpi"tg ikuvtcvkqp" y kñj"v jg"U{uvgo" hqt" Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Wpkswg" Gpvkv{ "Kf gpvkhkgt" \*WGK+0" "V jg"Rtqxkfgt" y kññ"eq o rn{ " y kñj"cr rñkecdng"tguvtkvkqp" qp"uwdeqpvtkcvqtu"v jcv"fq" pqv"ceswktg"cpf"rtqxkfg" c"WGK"pw o dgt" "V jg"fgvcknu"qh"Rtqxkfgt"qdnkicvkqp"ctg"rquvgf"qp"v jg"Qhhkeg"qh" Lwuvkeg" Programsø"website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award

Opcp igo gpv"cpf" Wpkxgtucn"Kf gpvkhkgt" Tgswktg o gpvu" cpf" ctg" kpeqtrqtcvgf" d{ "tghgtgpeg" "Vjku" ur gekcn" eopf kpkqp" does not apply to the Provider who is an individual and received the grant 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).

## ARTICLE 7. W-9 REQUIREMENT

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 <http://fvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

# CTVENG": 0""E-GRANTS SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grants system to the PROVIDER's employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grants 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 modification to the budget must be submitted by the Provider in writing to the OAG and will require prior reimbursement 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 "Cuukuvcppeg. "4 : "E0H0T0" ÈÈ ; 60323" vj tqw i j " ; 60344. "vj g" hgfgtca" i qxgtp o gpv/ ykfg" i tcpv" twngu" cu" ugv" hqtvj " kp" vj g" 4" E0H0T0" È"422. "cpf" vj g" FQL. "Qhhkeg" qh" Lwuvkeg" Rtq i tc o u. "FQL" Hkpcpekn" I wkfg. " "cpf" cp{ "qvj gt" tg i wncvqpu" qt" i wkf g nkpgu" ewttgpvn{ "qt" uwvdug swgpvn{ "tg swktg f" d{ "vj g" FQL" cpf" uvcvg" or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either for victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to 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 OAG.

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 of the Provider's grant. The Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or below the 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 OAG's Office of the Inspector General at 850-414-3300.

## ARTICLE 10. PROGRAM INCOME

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

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.

Availability to Provide Services is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

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

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

## ARTICLE 12. METHOD OF PAYMENT

Payment is defined as the amount of money paid to the Provider for the services provided under this Agreement.

for the approval and inspection of goods or services.

""D0"" "Performance Reports" "Cm" tgswktgf" rghqt o cpeg" tgrqtvu" o wuv" dg" eq o rnyvgf" d{ "vjg" Rtqxkfgt" cpf" tgegkxg f" d{ "vjg" QC I "vq" fqew o gpv" vjg" rtqxkukqp" qh" vjg" rtqlgev" fgnkxgtcdngu0" "Rtqeguukp i" qh" tgk o dwtug o gpv" qh" c" monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise tgswgugf" d{ "vjg" QC I 0" "Vjg" swctvgtn{ "tgrqtvu" hqt" swctvgtu" gpfkpi" Fgeg o dgt." Octej." cpf" Lwpg" o wuv" dg" uwd o kvgf" by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the ecpegnncvkqp." gsrktcvkqp." qt" vgt o kpcvkqp" qh" vjku" C itgg o gpv0"

""E0"" "Monthly Invoices" "Gzegr v" hqt" vjg" o qpvjn{ "kpxqkegu" hqt" Fgeg o dgt." Octej." cpf" Lwpg." gcej" o qpvjn{ " invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement ku" tgswgugf." wpnguu" qv jgt y kug" cr rtqxgf" d{ "vjg" QC I "kp" y tkvki 0" "Vjg" o qpvjn{ "kpxqkegu" hqt" Fgeg o dgt." Octej." cpf" June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is tgswgugf." wpnguu" qv jgt y kug" cr rtqxgf" d{ "vjg" QC I "kp" y tkvki 0" "Vjg" o qpvjn{ "kpxqkegu" hqt" Fgeg o dgt." Octej." cpf" appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if utgxkegu" ctg" pqv" uc vkuhcevqtkn{ "eq o rnyvgf" qt" kh" vjg" fqew o gpvcvkqp" ku" pqv" uc vkuhcevqt{ 0" "Vjg" hpcn" kpxqkeg" ku" fwg" vq" the OAG no later than the last day of the month immediately following the cancellation, expiration, or vgt o kpcvkqp" qh" vjku" C itgg o gpv0"

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 timeframes, 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{ "cr rtqxcr" pgeguuct{ "wpfgt" vjg" vgt o u" qh" vjku" C itgg o gpv" y kmn" dg" y kvj jgnf" until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have dggp" cr rtqxgf" d{ "vjg" QC I 0"

G0"" "Notice of Investigation" "Vjg" Rtqxkfgt" ku" tgswktgf" vq" kphqt o "vjg" QC I "kh" vjg{ "ctg" dgkpi" kpxgukicvgf d{ "cp" "i qxgtp o gpvcn" c i gpe{ "hqt" hkpcekn." rtqi tc o o cvke." qt" qv jgt" kuuwgu0" "Kh" kv" eq o gu" vq" vjg" cvvgpvkqp" qh" vjg" QC I " that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

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

I0"" "Matching Grant Award" "Vjg" Rtqxkfgt" ku" tgswktgf" vq" o cvej" vjg" itcpv" c yctf" 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" fgukipcvf" cu" o cvej" eqpvtkdvwkqpu" ctg" tguvtkevgf" kp" vjg" uc o g" o cppgt" cpf" vq" dg" g z r g p f g f" hqt" vjg" uc o g" wugu" cu" vjg" XQEC" xkevko" cuukuvpeg" itcpv" hwpfu" cpf" o wuv" dg" g z r g p f g f" ykvj kpk" vjg" itcpv" r g t k q f 0" "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

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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"rtqdqgo"qdvckpkpi"vkogn{"rc{o gpvu"htqo"uvvg"cigpekgul"Vjg"Xgpfq"Qodwfuo cp"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"eqxgctig"oc{"dg"rtqxkfgf"dc{"c"ugnh/kpuwtcpeg"rtqitco"guvcdujgf"cpf"qrgtcvki"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"uvvg"qh"HNqtkfc."gzegr"yjgtg"vjg"Rtqxkfgt"ku"c"uvvg"Ci gpe{0"Pgkvjgt"vjg"Rtqxkfgt"pqt"kvu"ci gpvu." employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the QC I 0"Vjku"Ci tgg o gpv"fqgu"pqv"etgcv"cp{"tkijv"vq"cp{"uvvg"tgkvg o gpv."ngcxg"qt"qvjgt"dgpglkvu"cr rnkecdng"vq"uvvg" 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"xgpwtgt."qt"rctvpgt"qh"vjg"uvvg"qh"HNqtkfc0"Vjg"QC I "ykn"pqv"hwtpkuj"uwr rqt"ugtxkegu"\*g0i0."qhhkeg" 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"ykn"ocpkvckp"c"lkn"qht"kpurgevq"p"v"jg"QC I "qt"kvu"fgukippg."Ejkg"HNkpcpekn"Qhhkeg." Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and gztgpgu."kp"fgvckn"uwhhkeg"p"qht"c"rtqrgt"rtg/cwfkv"cpf"rquv/cwfk0"Vjku"kpewf"gu"vjg"pcwtg"qh"vjg"ugtxkegu" performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

Vjg"Rtqxkfgt"ykn"ikxg"cvwjqtk|gf"tgrtgugpvcvkgu"qh"vjg"QC I "vjg"tkijv"vq"ceeguu."tgegkxg"cpf"gzco kpg"cmn" tgeqt"fu."dqqmu."rcrgtu."ecug"hnkgu."fqew o gpvu."i qqfu."cpf"ugtxkegu"tgnvfg"vq"vjg"itcpv"hpfpf0"Vjg"Rtqxkfgt."d" signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to

Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

## ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida 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 Provider. 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 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 Provider's 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 Florida's 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, [PublicRecordsRequest@myfloridalegal.com](mailto:PublicRecordsRequest@myfloridalegal.com), 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"nqpi gt"c"i tcpv"hwpfu"tgekrkgpv."cmn"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**

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

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

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

"10"Kp"vjg"gxgpv"vjg"Rtqxkfgt"gzrgpfu">\$750,000 or more during the non-federal entity's fiscal year in accordance with the provisions of federal government-wide grant rules as set forth in 2"E0H0T0"È 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through "vjg"QC I "d{"vjku"Citggogpv"Kp"fgvgtokpkpi"vjg"hgfgtcn"cyctfu"gzrgpfgf"kp"kvu"hkuecn{"gct."vjg" Provider will take into account all sources of federal awards, including federal resources received htqo"vjg"QC I 0"Vjg"fgvgtokpcvkqp"qh"coqwpvu"qh"hgfgtcn"cyctfu"gzrgpfgf"ujqwnf"dg"kp"ceeqtfcpeg" with the guidelines established by federal government-wide grant rules as set forth in 2"E0H0T0"È 200"CP"cwfkv"qh"vjg"Rtqxkfgt"eqpfwevgf"d{"vjg"Cwfkvqt" I gpgtcn"kp"ceeqtfcpeg"ykvj"2"E0H0T0"È 200.500, will meet the requirements of this part.

"20"Kp"eqppgevkqp"ykvj"vjg"cwfkv"tgswktgo gpvu"cfftguugf"kp"vjku"rctv."vjg"Rtqxkfgt"ykn"hwnhknn"vjg" requirements relative to auditee responsibilities as provided in 2"E0H0T0"È 200.508.

"30"Kp"vjg"gxgpv"vjg"Rtqxkfgt"gzrgpfu"nguu"vjcp">\$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2"E0H0T0"È 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2"E0H0T0"È 200.400.

## **ARTICLE 20. AUDIT REPORT SUBMISSION**

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

"C0"Eqrkgu"qh"cwfkv"tgrqtvu"hqt"cwfkvu"eqpfwevgf"kp"ceeqtfcpeg"ykvj"vjg"4"E0H0T0"È 4220722."cpf"tgswktgf"d{"vjku"Citggogpv"ykn"dg"uwdokvvgf."yjgp"tgswktgf"d{"4"E0H0T0"È 4220734."d{"qt"qp"dgjcnh"qh"vjg"Rtqxkfgt" directly to the following:

"Qhhkeg"qh"vjg"Cwqtpg{"I gpgtcn  
Division of Victim Services  
Internal Audit Unit

PL-01, The Capitol  
Tallahassee, Florida 32399-1050

InternalAuditUnit@myfloridalegal.com

D0"'"Cp{"tgrqtvu." o cpc i g o gpv"ngvgtu."qt"qvj gt"kphqt o cvkqp"tgs wktg f"vq"dg"uwd o kvg f"vq"vjg"QC I "rwtuwcpv"vq" this Agreement will be submitted timely in accordance with federal government-wide grant rules as set hqtvj "kp"4"E0H0T0"È"422."gv0"ugs0."cu"cr nkecdng0

E0"'"Rtqxkfgtu"uj qwnf"kp fkecvg"vjg"fcvg"vjg"hkpcpekn"tgrqtvki"rcemc i g"y cu"fgnxgtgf"kp"eqttgurqpf gpeg" accompanying the financial reporting package.

## ARTICLE 21. MONITORING

Ip"cffkvkqp"vq"tqxkg y u"qh"cwfkvu"eqpf wevg f"kp"ceeqtf cpeg"y kvj"4"E0H0T0"È"4220722."vjg"Rtqxkfgt"y knn"eq o rn{" and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the QC I ."kpenwfkpi"dwv"pqq"nk o kvg f"vq"qp/ukvg"xkukvu0""V jg"Rtqxkfgt"y knn"cnuq"eq o rn{"cpf"eqqrgtcvg"y kvj"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.

V jg"Rtqxkfgt"o c{"pqq"ceeg rv"frnkecvxg"hwpfkpi"hqt"cp{"equv."rqukvqp."ugtxkeg"qt"fgnxgtcdng"hwpf gf"d{"vjg" QC I 0"Frnkecvxg"hwpfkpi"ku"fgkpgf"cu"o qtg"vjcp"322"rgtegpf"rc{ o gpv"htq o "cnn"hwpfkpi"uqwtegu"hqt"cp{"equv." rqukvqp."ugtxkeg"qt"fgnxgtcdng0"Kh"y jgtg"ctg"o wnvkrng"hwpfkpi"uqwtegu"cpf"cr tqi tc o "ku"hwpf gf"d{"vjg"QC I ."vjg" OAG or its designee has the right to review all documents related to those funding sources to determine whether frnkecvxg"hwpfkpi"ku"cp"kuuvg0"Kh"frnkecvxg"hwpfkpi"ku"hqwpf."vjku"Citgg o gpv"o c{"dg"uwurgrpf gf."vgt o kpcvgf"qt" dqvj"y jkng"vjg"gzvgpv"qh"vjg"qxgtrc{ o gpv"ku"fgvgt o kpgf0""Hcknwtg"vq"eq o rn{"y kvj"uvvg"qt"hgfgtcn"nc y ."cpf"vjg" W0U0" Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Citgg o gpv"y jkng"vjg"gzvgpv"qh"vjg"qxgtrc{ o gpv"ku"fgvgt o kpgf0""Cdugpv"htcwf."kp"vjg"gxgpv"vj cv"vjgtg"j cu"dgpp"cp" overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

## ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or fkucnnq y g f"kg o u"rwtuwcpv"vq"vjg"vgt o u"cpf"eqpfkvkqp"qhl"v jku"Citgg o gpv0"Kp"vjg"gxgpv"vjg"Rtqxkfgt"qt"cp{"qwwukf g" 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"y knn"htqtvj y kvj"tgwtp"vjg"hwpfu"vq"vjg"QC I 0"Uj qwnf"vjg"Rtqxkfgt"hckn"vq"ko o gfkcvgn{"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"qwwucpfkpi"dcmcpeg"vjgtgq0"Kpvgtguv"y knn"ceetwg"htq o "vjg"fcvg"qh"vjg"Rtqxkfgt os 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"vtpcuv"dwukpguu"y kvj"vjg"QC I <""Y jgp"c"rgtuqp"qt"chhknkcvg"j cu"dgpp" 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 nkuv"V j g"Rtqxkfgt"egtvkhkgu"v j cv"pgkvjgt"kv"pqt"cp{ "chhknkcvg"j cu"dgpp"r nceg f"qp"uwej"eqpxkevg f" xgp fqt"nkuv"cpf"y knn" notify the OAG within five days of its, or any of its affiliates, placement thereon.

## **ARTICLE 24. GRATUITIES**

T j g"Rtqxkfgt"y knn"pqv"qhhgt"qt"ikxg"cp{ "ikhv"qt"cp{ "hqt o "qh"eq o rgpucvkqp"vq"cp{ "QC I "g o rnq{ ggl""Cu"rctv"qh' the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a rgtkqf"qh"v y q" {gctu""Kp"cffkvkqp"vq"cp{ "qv j gt"tg o gfkgu"cxcknecdng"vq"v j g"QC I ."cp{ "xkqncvkqp"qh"v j ku"rtqxkukqp"y knn" 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 cr rrtqrkcvg"rgtkqf0""V j g"Rtqxkfgt"y knn"gpuwtg"v j cv"vku"uwdeqptcevqtu."kh"cp{ ."eq o rn{ "ykvj"v j gug"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"y knn"dg"fgg o g f"vtcpuhgtgf"vq"cpf"q y pgf" d{ "v j g"uvcvg"qh" Hnqtkfc l" "Cp{ "cpf"cm"rcvgpv"tki j vu"ceetwki" under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

""""""""Kp"v j g"gxgpv"v j cv"cp{ "dqqmu." o cpwcnu."hkn o u."qt"qv j gt"eqr{ tk i j vcdng" o cvgkcn u"ctg"rtqfwegf."v j g"Rtqxkfgt" y knn"k fgpvkh{ "cm"uwej" o cvgkcn u"vq"v j g"QC I 0""V j g"Rtqxkfgt"f qgu"j gtgd{ "cuuk i p"vq"v j g"QC I "cpf"vku"cuuk i pu"qt" successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

""""""""V j g"Rtqxkfgt"y knn"kp f g o pkh{ "cpf"j qnf"v j g"QC I "cpf"vku"g o rnq{ ggu"j ct o nguu"htq o "cp{ "enck o "qt"n kcdknkv{ " whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, rtqeguu."qt"ctvkeng" o cpwhcewtgf"qt"wugf" d{ "v j g"Rtqxkfgt"kp"v j g"rgthqt o cpeg"qh"v j ku" C i tgg o gpv0""V j g"Rtqxkfgt"y knn" indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for v j g"QC I ."v j g"tki j v"vq"eqpvkpwg"wug"qh."qt"vq"tgr nceg"qt" o qfk h{ "v j g"ctvkeng"vq"tgpfgt"kv"pqp/kphtkp i p i 0""Kh"v j g" Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

""""""""Uwdeqptcevu" o wuv"urgekh{ "v j cv"cm"rcvgpv"tki j vu"cpf"eqr{ tk i j vu"ctg"tgugtxgf"vq"v j g"uvcvg"qh" Hnqtkfc l"

## **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 attorney's 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"qrgtvcv kqp"qh"v j ku" C i tgg o gpv"qt"cp{ "uwdugswgpv" o qfk hkecvkqpu"qt"gzvgpukqpu"v j gtgqh0""""V j g" Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to

kpfg o phk{"v j g"QC I "y k v j kp"ugxgp"fc {u"chvgt"pqkdeg" d{"v j g"QC I 0""V j g"Rtqxkfgt"y knn"rc {"cnn"equvu"cpf"hggu" including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's 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 o u"uwkvu."lwf i o gpvu."qt"fc o c i gu"ctkukpi"uqngn{"htq o "v j g"pg i nk i gpv"cevu"qh"v j g"QC I 0""V j g"Rtqxkfgt"y knn" 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 Provider's services.

B C H9. "H\ Y ]bXYa b]Z]W\h]cb \dfcj ]g]cbg\cZ\h\ ]g\5f\h]WY\UfY\bc\h\Udd\ ]W\W\Y\h\Yb\h\Yg\]XYb\h\Z\YX\ ]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""Termination at Will"V j ku"C i tgg o gpv" o c {"dg"vgt o kpcvg f" d{"v j g"QC I "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""Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

E0""Upon Termination"Kp"v j g"gxgpv"v j ku"C i tgg o gpv"ku"vgt o kpcvg f" d{"v j g"QC I ."v j g"Rtqxkfgt"y knn"fgnkxgt" documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

F0""Pqv y k v j u v c p f k p i "v j g"cdqxg."v j g"Rtqxkfgt"y knn"pqv"dg"tgnkgxgf"qh"nkcdknkv{"v q"v j g"QC I "hqt"fc o c i gu" sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

## ARTICLE 28. AMENDMENTS

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

## ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may kopenwfg"v j g"Q o pkdwu"Etk o g"Eqpvtqn"cpf"Uchg"Uvtggvu"Cev"qh"3;8:"\*56"W0U0E0"ÈÈ"3244 :\*e+"cpf"32443\*c++="v j g" Xkevk o u"qh"Et k o g"Cev"qh"3; :6."cu"co gp f g f" \*56"W0U0E0"È"42332\*g++="V j g" Lwxgpkng" Lwuvkeg"cpf" Fgnkpswgpe {"Rtgxgpv kqp"Cev"qh"3;96."cu"co gp f g f" \*56"W0U0E0"È"333:4\*d++="Vkvng"XK"qh"v j g"Ekxkn"Tk i j vu"Cev"qh"3;86" \*64"W0U0E0" È"4222f+="Ugevkqp"726"qh"v j g" Tg j cdnkvcvkqp"Cev"qh"3;95" \*4;"W0U0E0"È9;6+."Vkvng"KK"qh"v j g"Co g tkecpu"y k v j " Fkucdknkvgu"Cev"qh"3; ;2" \*64"W0U0E0"È"34353/56+="Vkvng"KZ"qh"v j g" Gf wecvkqp"C o gp f o gpvu"qh"3;94" \*42"W0U0E0"ÈÈ"38:3."38:5."38:7/:8+="v j g" C i g" Fkuetk o kpcvkqp"Cev"qh"3;97" \*64"W0U0E0"ÈÈ"8323/29+="cpf" Gzge"Qtf g"3549;" \*89"

"Rwtuwpv"vq"cr rnkecdng"hg f gtcn"nc y u"cpf"E j crvgt"982."Hnqtkfc"Uvcwvgu."vj g"Rtqxkfgt"y knn"pqv"fkuetk o kpcvg" against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, uwdeqptcevqtu."uwd/i tcpvggu."qt"qvj gtu"vj cv"vj g"Rtqxkfgt"gp i c i gu"vq"rtqxkfg"ugtxkegu"qt"dgphknu"vq"enkgpnu"qt" employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

"V j g"Rtqxkfgt" o wuv"j cxg"rqnkekgu"cpf"rtqegfwtgu"kp"rnceg"hqt"tgurqpfpki"vq"eq o rnckpnu"qh"fkuetk o kpcvkqp" vj cv"g o rnq{ ggu"cpf"dgphkekctkgu"hkn"fkgevn{"y kj"vj g"Rtqxkfgt0""Kphqto cvkqp"rtqxkfgd{"vj g"WOU"Frctv o gpv"qh" Justice, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

"Kp"vj g"gxgpy"c"hg f gtcn"qt"uvcvg"eqwtv."qt"c"hg f gtcn"qt"uvcvg"cf o kpkutcvkxg"ci gpe{."o cmgu"c"hkpfpki"qh" discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

"V j g"RTQXKFGT" o wuv"j cxg"rqnkekgu"cpf"rtqegfwtgu"kp"rnceg"hqt"tgurqpfpki"vq"eq o rnckpnu"qh" discrimination that employees and beneficiaries file directly with the PROVIDER. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

"Cu"enctkhkgf"d{"Gzgewvkxg"Qtfgt"35388."Ko rtqxkpi"Ceeguu"vq"Ugtxkegu"hqt"Rgtuqpu"y kj"Nk o kvgf"Grinku" Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of nk o kvgf"Grinku"rtqkkekpe{"\*NGR+0"Vq"gpuwtg"eq o rnckpeg"y kj"vj g"Uchg"Uvtggvu"Ce"cpf"Vkvng"X"qh"vj g"Ekxkn" Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access vq"kvu"rtq i tc ou"cpf"cevkxkvgu0""Ogcckpi hwn"ceeguu"o c{"gpvcn"rtqxkfpki"ncpiwc i g"cuukvcpeg"ugtxkegu."kpenwfkp i" qtcn"cpf"y tkvpg"vtcpuncvkqp."y j g"pgeguuct{""V j g"Rtqxkfgt"ku"geeqwtc i g"vq"eqpukfgt"vj g"pgg f"hqt"ncpiwc i g" services for LEP persons served or encountered both in developing its budgets and in conducting its programs cpf"cevkxkvgu0""Cf fkvkqpcn"cuukvcpeg"cpf"kphqto cvkqp"tg i ctfkpi"{"qwt"NGR"qdnk i cvkqpu"ecp"dg"hqwpf"cv" <http://www.lep.gov>.

"Kp"ceeqtfcppeg"y kj"hg f gtcn"ekxkn"tk i j vu"nc y u."vj g"Rtqxkfgt"y knn"pqv"tgvcnkcvg"ci ckpuv"kp f kxkfwcn"hqt"vcmkp i" action or participating in action to secure rights protected by these laws.

"Cnn"Rtqxkfgtu"o wuv"eq o rnvgv"c"tgxkg y"qh"vj g"Qhhkeg"qh"lwuvkeg"Rtq i tc ou."Qhhkeg"hqt"Ekxkn"Tk i j vu"vtckpkpi" modules during the 2024-2025 grant period and confirm compliance with this requirement to the OAG through ugnh/"tgrqtvkpi" d{"F geg o dgt"53."42460"V j g"vtckpkpi"o q fwngu"ctg"cxcknecdng"cv" <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview>. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business y kj"cp{"rwdnke"gpvkv{0""V j g"Rtqxkfgt"y knn"pqvkh{"vj g"QC I"kh"kv"qt"cp{"qh"kv"uwr rnkgtu."uwdeqptcevqtu."qt" consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

"V j g"QET"kuuwgf"cp"cf xkuqt{"f qew o gpv"hqt"hg f gtcn"i tcpv"tgekrkgpnu"qp"vj g"rtqrgt"wug"qh"cttguy"cpf"

eqpxkevkqp "tgeqt fu "kp" o cmkp i "jktkp i "fgekukqp0 "Ugg "C fxkuqt { "hqt "Tgekrkgpv "qh "Hkpcpekn "Cuukuvceg "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 [http://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf) "Tgekrkgpv " 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 wpcn y hwn "g o rnq { o gpv "fkuett o kpcvkqp0 "Kh "y cttcpvgf . "tgekrkgpv "u j qwn f "cnuq "kpeqt rqt cvg "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 dpgphkvp i "htq o "+"rtq i tc o u "vj cv "ctg "hwp f g f "d { "vj qu g "uc o g "hg f gtcn "hwp fu0 "Cu "cp "gzc o rnq ."rtqxkfg f "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 "Vjku "uc o g "rtq vgevkqp "cnuq "cr rnkgu "vq "vjg "uvw f gpv u "rctgpv u "qt "ng i cn "iwctfkcpu0

## **ARTICLE 31. ACKNOWLEDGEMENTS**

A. .... "Cm "rwdnkecvkqp u . "c fxgvtukp i . "qt "y tkwgp "f guetkrv kqp u "qh "vjg "urqpuqtujkr "qh "vjg "rtq i tc o "y km "uv cvg " "This project was supported by Award No. VOCA-C-2024-Pembroke Pines Police Department-00101 awarded d { "vjg "Qhhkeg "hqt "Xkevk o u "qh "Etk o g ."Qhhkeg "qh "Lwuvkeg "Rtq i tc o u 0 "Urqpuqtgf "d { "\*City of Pembroke Pines) 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 i gpgtcn "vgzv "qh "vjg "fqew o gpv 0 "Vjg "hwm "ekxkn "tki j vu "uv cvg o gpv "o wuv "dg "wug f "y j gpgxgt "rquukdng 0 "Ukping "rc i g " 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 cmngt "vjcp "vjg "vgzv "wug f "y j tqw i j qwv "vjg "fqew o gpv 0 "Kh "vjg "ekxkn "tki j vu "uv cvg 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. .... **Full Civil Rights Statement:** 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. .... **Condensed Civil Rights Statement** "Vjg "City of Pembroke Pines 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 rwdnke 0 "Vjg "\$Ekxkn "Tk i j vu "Hcev "Uj ggv \$ "y km "dg "o cfg "cxckncdng "vq "vjg "Rtqxkfgt "xkc "vjg "QC I "G / I tcpvu "Ocpc i g o gpv " System.

## **ARTICLE 32. EMPLOYMENT**

""""""C0""""""Vjg" g o rnq{ o gpv"qh" wpcwv j qtk| g f" cnkgpu" d{ "vjg" Rtxkfgt"ku" eqpukfgtg f" c" xkqncvkqp" qh" Vknng" : "ugevkqp" 496C\*c+ "qh" vjg" K o o k i tcvkqp" cpf" Pcvkqp cnkv{ "Cev0" "Kh" vjg" Rtxkfgt" mpq y kpi{ "g o rnq{ u" wpcwv j qtk| g f" cnkgpu. "uwej" xkqncvkqp" y knn" dg" ecwug" hqt" wpkncvgtcn" ecpegnmcvkqp" qh" vjku" C itgg o gpv0" "Cp{ "ugtxkegu" rghqto g f" d{ "cp{ "uwej" unauthorized aliens will not be paid.

D0""""""Kp" ceeqtfcpeg" ykvj" ugevkqp" 66:02; 7\*4+. "Hnqtkfc" Uvcvvgu. "vjg" Rtxkfgt" o wuv" tg i kuvgt" ykvj" cpf" wug" the U.S. Department of Homeland Security's E-Verify system: <https://www.e-verify.gov/>, to verify the work cwv j qtk| cvkqp" uvcvnu" qh" cmn" pg y" g o rnq{ ggu" jktg f" vq" rghqto" ugtxkegu" urgekhkg f" kp" vjg" Rwtjej cug" Qtfgt0" Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating vjcv" vjg" uwdeqptcevqt" f qgu" pqv" g o rnq{ . "eqpvtcev" ykvj. "qt" uwdeqptcev" ykvj" cp" wpcwv j qtk| g f" cnkgp0" "Vjg" Rtxkfgt" ykm" o ckpvckp" c" eqr{ "qh" uwej" chhkfcxkv" hqt" vjg" fwtcvkqp" qh" vjg" C itgg o gpv0" "Vjg" QC I" o c{ "tgswguy" f qew o gpvcvkqp" of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2) (a), Florida Statutes.

## ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG cpf" vjg" Rtxkfgt0" "Pq" vjktf" rctv{ "vq" vjku" C itgg o gpv. "kpenwf kpi" vjg" xkevk o u" ugtxgf d{ "vjg" Rtxkfgt. "jcxg" cp{ "tkijvu" wpfgt" vjku" C itgg o gpv0" "Pq" vjktf" rctv{ " o c{ "tgn{ "wrqp" vjku" C itgg o gpv. "qt" vjg" tkijvu" cpf" tgrtgugpvcvkqp" 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" vjgk" fguk i pgg0" "Cnn" pqvkegu" o wuv" dg" i kxgp" vq" vjg" rctvkgu" eqpvtcev" c f o kpkuvtcvqtu" tgurgevkxgn{ 0 "

B. .... "Vjg" QC I" u" eqpvtcev" c f o kpkuvtcvqtu" ku" E j tkuvkpc" H0" J cttku. "E j kgh. "Dwtgcw" qh" Cfxqece{ "cpf" I tcpvu" Management.

C. .... The Provider's contract administrator will be provided at the time of execution.

D. .... "Vjg" rctvkgu" ykm" rtqxkfg" gcej" qv jgt" ykvj" y tkwgp" pqvkhkecvkqp" qh" cp{ "ejcpig" kp" kvu" fguk i pcvgf" tgrtgugpvcvkxg" hqt" vjku" C itgg o gpv0" "Uwej" ejcpig" fq" pqv" tgs wktg" c" hqt o cn" y tkwgp" c o gpfo gpv" vq" vjku" C itgg o gpv0

## ARTICLE 35. CONTROLLING LAW AND VENUE

Tjku" C itgg o gpv" ykm" dg" i qxgtpg f" d{ "vjg" nc y u" qh" vjg" uvcvg" qh" Hnqtkfc0" "Cnn" nkvi cvkqp" ctkukpi" wpfgt" vjku" Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

## ARTICLE 36. ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rwtuwpv" vq" ugevkqp" 9:9028\*35+. "Hnqtkfc" Uvcvvgu. "kh" vjg" Rtxkfgt" ku" c" pqp/ i qxgtpo gpvcn" gpvkv{ . "vjg" Rtxkfgt" must submit to the OAG within 5 business days from the date of Agreement execution, an affidavit signed by the Provider's officer or representative, under penalty of perjury, attesting that the Provider does not use coercion to obtain labor or services.

## ARTICLE 37. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2024-2025 grant application in the E-Grants Management U{ uvg o. "g o d qf{ "vjg" gpvktg" c i tgg o gpv" qh" vjg" rctvkgu0" "Vjgtg" ctg" pq" rtqxkukqp. "vgt o u. "eqpfvkqp. "qt" qdnki cvkqp" unauthorized aliens will not be paid.

qyjgt"vjcp"vjqugeqpvckpgf"jgtgkp0""Vjku"Citggogpv"uwrugtugfgu"cm"rtgxkqwu"eqoowpkcvkqpu."tgrtgugpvcvqpu"qt"ci tggogpnu"qp"vjku"ucog"uwdlgev."xgtdcn"qt"ytkvng."dgv y ggp"vjg"rctvkgu0""Vjgtg"ctg"pq"tgrtgugpvcvqpu"qt"statements that are relied upon by the parties that are not expressly set forth herein.

"\*\*\*\*\*Vjg"Rtqxkfgt)u"ukipcvwtg"dgndqy"urgekhkecn{"cempqyngf i gu"wpfgtuvcpfkpi"qh"vjg"hcev"vjcv"vjg"rtkxkng i g"qh"qdvcckpkpi"c"XQEC"itcpv"ku"pqv"uqogvjkpi"vjku"qt"cp{"Rtqxkfgt"ku"gpvkvngf"vq"tgegkxg0""Vjku"Citggogpnu"ku"hqt"qpg"vkog"hwpfkpi"qp{"cpf"ykmn"pqv"gzeggf"qpg"hgfgtct"hkuecn"{"gct0""Vjgtg"ku"cdupnvwgn{"pq"gzrgevcvqpu"qt"i wctcpvlgg."ko rnkf"qt"qvjgt y kug."vjg"Rtqxkfgt"ykmn"tgegkxg"XQEC"hwpfkpi"kp"vjg"hwwtg0""Gcej"qh"vjg"rctvkgu"gzgewvki"vjku"Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

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IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Pembroke Pines, have executed this agreement.

*Jose J. Vargas*  
aaaaaaaazzaaaaaaaaaaaaaa  
Cwvjqt|kp i "Qhhkekcn"

*Jose J. Vargas*  
aaaaaaaazzaaaaaaaaaaaaaa  
Rtkpv"PCo g"

*Nov 21, 2024*  
aaaaaaaazzaaaaaaaaaaaaaa  
Fcvg

*John Guard*  
aaaaaaaazzaaaaaaaaaaaaaa  
QC I "Cwvjqt|kp i "Qhhkekcn"

*John Guard*  
aaaaaaaazzaaaaaaaaaaaaaa  
Rtkpv"PCo g"

*Oct 15, 2024*  
aaaaaaaazzaaaaaaaaaaaaaa  
Fcvg

aaaaaaaaaaaaaaaaaaaaaa  
Cwvjqt|kp i "Qhhkekcn",

aaaaaaaaaaaaaaaaaaaaaa  
Rtkpv"PCo g"

aaaaaaaaaaaaaaaaaaaaaa  
Fcvg

aaaaaaaaaaaaaaaaaaaaaa"  
Authorizing Official\*

Print Name

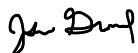
Date

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**

 <p>Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050</p>	<p>Office of the Attorney General Victims of Crime Act Grant</p>	<p>2024-2025</p>
<p>Subrecipient Name and Address City of Pembroke Pines 9500 Pines Boulevard Pembroke Pines, Florida 33024-6258</p>	<p>OAG Grant Number VOCA-C-2024-Pembroke Pines Police Department-00101</p>	
<p>Subrecipient UEI Number MLXDKHAAKKF7</p>	<p>Project Period: From 10/1/2024 To 9/30/2025</p>	
<p>Subrecipient IRS/Vendor/FEIN Number 59-0908106</p>	<p>Budget Period: From 10/1/2024 To 9/30/2025</p>	
<p>Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula</p>	<p>Award Date 10/1/2024</p>	<p>Award is R&amp;D (Y/N) No</p>
<p>Previous Award Amount \$0.00</p>	<p>Amount of this Award \$21,356.00</p>	<p>Total Award \$21,356.00</p>
<p>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.</p>		
<p>Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance</p>		
<p>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.</p>		
<p>Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime</p>	<p>OVC Project Period, Award Date 2020-2021: From 10/1/2019 to 9/30/2025 2021-2022: From 10/1/2020 to 9/30/2025</p>	
<p>OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021</p>	<p>OVC Total Award to OAG \$106,717,018 \$66,670,292</p>	
<p>OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380</p>	<p>Bureau Contact <a href="mailto:contact.voca@myfloridalegal.com">contact.voca@myfloridalegal.com</a> (850) 414-3380</p>	
<p>Signature, OAG Authorizing Official, Date </p>	<p>Signature, Agency Executive Director, Date </p>	<p>Oct 15, 2024</p>
		<p>Nov 21, 2024</p>