




Interoffice Memorandum

AGENDA ITEM

June 11, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Danny Banks, Deputy County Administrator
County Administrator's Office 

FROM: Yolanda Martinez, EdPh.D., PhD., Director
Health Services Department

SUBJECT: FY 16, FY17, and FY18 Sub-recipient Agreements between Orange
County Government and the Orange County Sheriff's Office
Consent Agenda – June 18, 2019

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded Orange County, as governing body, the FY16, FY17, and FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Orange County Sheriff's Office is a sub-recipient of the FY16 Edward Byrne Memorial grant in the amount of \$152,024, the FY17 Edward Byrne Memorial Grant in the amount of \$242,820, and the FY18 Edward Byrne Memorial Grant in the amount of \$141,922. The JAG Program provides funding to support law enforcement equipment purchases and initiatives that are essential to public safety.

ACTION REQUESTED: Approval and execution of Subrecipient Agreements between Orange County, Florida and the Orange County Sheriff's Office for subawards of \$152,024, \$242,820, \$141,922 related to the U.S. Department of Justice, Office of the Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program for the specific purpose of Funding Law Enforcement Purchases and Training Costs for Narcotic Response and Community Safety, Federal Award Nos. 2016-DJ-BX-0153, 2017-DJ-BX-0933, and 2018-DJ-BX-0833. **(Drug Free Community Office)**

Attachments

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE ORANGE COUNTY SHERIFF'S OFFICE

for a subaward of

\$152,024

related to

**THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM**

for the specific purpose of

**Funding Law Enforcement Equipment Purchases and Training Costs
for Narcotic Response and Community Safety**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is by and between **ORANGE COUNTY, FLORIDA**, on behalf of its Health Services Division (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida, 32801, and John W. Mina on behalf of the **ORANGE COUNTY SHERIFF'S OFFICE** (the "Subrecipient"), a Florida constitutional officer, located at 2500 West Colonial Drive, Orlando, Florida, 32804, for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's (the "Federal Awarding Agency") Edward Byrne Memorial Justice Assistance grant award (the "Federal Award"). The County and the Subrecipient may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the Federal Awarding Agency issued an award to the County for the purposes to support a broad range of activities to prevent and control crime based on local needs and conditions; and

WHEREAS, the County, in fulfilling its obligations under the Federal Award, shall pass-through \$152,024 (the "Subaward") of the Federal Award monies to the Subrecipient for the funding for Law Enforcement Equipment for First Responders; and

WHEREAS, this is the only subaward from the County to the Subrecipient under the Federal Award.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1: Recitals.

The above recitals are true and correct and form a material part of this Agreement.

Section 2: Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. The Federal Award, the grant program legislation and program regulation cited in the Notice of Award; US Department of Justice Special Conditions; and any relevant federal appropriations acts;
3. **Exhibit A:** Scope of Work;
4. **Exhibit B:** Budget;
5. **Exhibit C:** Invoice Form;
6. **Exhibit D:** Performance Measure Report;
7. **Exhibit E:** Leased Employee Affidavit (when applicable);
8. **Exhibit F:** Certification Regarding Lobbying (when applicable); and
9. **Exhibit G:** Required Information for Federal Subawards.

Section 3. Term.

A. The term of this Agreement begins on the date of execution by the County ("Effective Date") and concludes on September 29, 2019. This Agreement can be renewed for four (4) additional annual terms through mutual written consent by the parties so long as the County continues to be a recipient of the Federal Award.

B. Should there be Federal Award funds remaining at the conclusion of this Agreement's term, the parties may mutually agree to request a "no cost" extension from the Federal Awarding Agency – and any other necessary pass-through funding recipient(s) – to spend the remaining funds.

1. Should that extension request be granted, the term of this Agreement shall extend based on the terms of the granted extension and a written addendum to this Agreement shall be required.

2. Should that extension request be denied, all remaining funds shall be returned to the Federal Awarding Agency pursuant to the terms of the Federal Award, or any relevant agreement or contract to which the County is subject.

Section 4. The County's Obligations and Responsibilities.

A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency (or its pass-through recipient, if applicable). If the Federal Awarding Agency (or its pass-through recipient, if applicable) determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.

C. Should the Federal Awarding Agency (or its pass-through recipient, if applicable) withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

D. At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant, or related, to this Agreement, the Federal Award, or the terms of any other agreement to which the County is subject related to the Federal Award.

E. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.

Section 5. The Subrecipient's Obligations and Responsibilities.

A. **Compliance with Uniform Guidance.** The Subrecipient is responsible for complying with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as found in 2 C.F.R. Part 200 ("Uniform Guidance"). The Subrecipient is required to ensure that any and all subcontractors providing services, or otherwise performing, pursuant to this Agreement shall comply with any and all relevant provisions of the Uniform Guidance.

B. The Subrecipient acknowledges that the financial assistance provided by the Federal Awarding Agency through this Subaward shall only be used to provide services and fund expenses permitted by this Agreement and the Federal Award.

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

C. The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws, the most restrictive shall govern.

D. The Subrecipient, as a subrecipient of the Federal Award, is responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Work* attached to this Agreement as “**Exhibit A**” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement and the Federal Award.

E. The Subrecipient shall designate a contract liaison, which shall be identified in its submitted *Scope of Work*, to monitor the Subrecipient’s performance of the provisions set forth in this Agreement (the "Contract Liaison"). The Subrecipient shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an “as needed” basis or as otherwise requested by the County. Should there be any change in the Subrecipient’s Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

F. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may – at the sole discretion of the County or any agency within the chain of recipients of the Federal Award – be suspended while the extent of the overpayment is determined, or terminated.

Section 6. Procurement.

A. By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 C.F.R. Part 200.317 – 200.326 ("Procurement Standards".)

B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the County.

C. All program assets (unexpended program income, property, equipment, etc.) shall – unless otherwise provided for by the Federal Funding Agency – revert to the County (and then to the Federal Funding Agency) upon termination of this Agreement.

Section 7. Invoices.

A. The Subrecipient shall invoice the County based on the agreed upon *Budget* attached to this Agreement as “**Exhibit B**”.

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

B. Invoices shall be delivered to the County as detailed in the *Invoice Form* attached to this Agreement as “**Exhibit C**”. If the *Invoice Form* fails to indicate a specific time period for invoicing, the default period shall be monthly with the invoice due to the County by the 15th of the month subsequent to the provision of work or services for which the County is being invoiced.

C. The County reserves the right to withhold or deny payment of such invoice if the Subrecipient’s invoice:

1. Is incomplete or fails to provide the requisite supporting documentation; or
2. Fails to be provided in a timely fashion as determined by the terms of this Agreement.

D. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Work*.

E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:

1. Any goods or services provided that do not fall within the attached *Scope of Work*;
2. Any goods or services that fall within the attached *Scope of Work*, but that such payment by the County would supplant current available, or projected, funding for those goods or services;
3. Any goods or services that fall within the attached *Scope of Work*, but that such payment can be made through a third party program or insurance provider; or
4. Any costs or expenses in excess to the amount of funding allocated to the Subrecipient pursuant to this Agreement and the Federal Award.

Section 8. Progress Reporting.

A. The Subrecipient shall regularly submit completed *Performance Measure Reports*, a template of which is attached to this Agreement as “**Exhibit D**”, that details the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Work*.

B. Unless otherwise specified in the *Scope of Work*, *Performance Measure Reports* shall be submitted to the County on a quarterly basis by the 15th of the month following the reporting quarter’s end.

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

C. Failure to provide the required *Performance Measure Reports* in accordance with this Section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

Section 9. Maintenance, Retention, Access to Records, and Public Records.

A. The Subrecipient acknowledges that the Subrecipient, and its subcontractors that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.
3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring and evaluation. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("Relevant Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
6. The Subrecipient shall permit the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

7. If the *Scope of Work* is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.
8. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient – by execution hereof – certifies to the County that it shall comply with 2 C.F.R. 200.305(b)(1) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 C.F.R. 200.305 (b) subparagraphs (7), (8), and (9), and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by Florida Statute.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

- 2. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, the following applies: Each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 10. Audit Requirements.

A. County Comptroller Audits. The County, the Comptroller of Orange County (the "Comptroller"), or the designee of either, shall perform program and financial monitoring periodically. A "Letter of Findings" shall be provided to the Subrecipient. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Comptroller, within thirty (30) days of the date of the "Letter of Findings". Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

B. Compliance with Uniform Guidance. The Subrecipient acknowledges that as a subrecipient of a federal award it will be held to the federal auditing requirements found in 2 C.F.R. Subpart F – Audit Requirements.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. **Authorization to Audit.** The County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit the Subrecipient's use of Subaward funds disbursed under this Agreement, from time to time, for compliance by the Subrecipient with the terms, conditions, and obligations set forth in this Agreement.

D. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 C.F.R. 200.514, unless the Subrecipient elects to have a program-specific audit in accordance with 2 C.F.R. 200.501(c).
2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) days after the close of the Subrecipient's fiscal year.

E. **Submission of Audits and Audited Financial Statements.**

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR 200.512, or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38

Orlando, Florida 32802

F. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

G. Failure to comply with any requirements in this Section shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Section 11. Return of Funds.

A. The Subrecipient shall reimburse the County for all unauthorized expenditures including, but not limited to, those specifically detailed in this Agreement.

1. The Subrecipient understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this contract which may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the County, the Subrecipient shall remit such funds that the County deemed disbursed in error to the County upon such receipt of the County's written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.
2. Should the Subrecipient fail to reimburse the County for any overpayment within forty-five (45) calendar days of the Subrecipient's receipt of notice from the County, the County may:
 - a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement; or
 - d. Hold the Subrecipient as not responsible when considering future awards.

Section 12. Termination for Convenience.

Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice – in writing – to the other party. If this Agreement is terminated by the County

as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 13. Termination for Cause.

A. **Immediate Termination.** The County reserves the right to terminate this Agreement immediately if:

1. The Federal Awarding Agency (or its pass-through recipient, if applicable) terminates the Federal Award;
2. Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
3. The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
4. The Subrecipient files bankruptcy or otherwise becomes insolvent; or
5. The Subrecipient is determined to be ineligible to do business in the State of Florida.

B. **Opportunity to Cure.** The County reserves the right to terminate this Agreement for cause upon providing fourteen (14) calendar days notice if:

1. The County notifies the Subrecipient, and the Subrecipient fails to take corrective action to the satisfaction of the County within the time to cure provided within the County's notice or seven (7) calendar days of Subrecipient's receipt of such notice – whichever is greater, of:
 - a. The Subrecipient's unsatisfactory performance under this Agreement; or
 - b. A discrepancy in the Subrecipient's invoicing or record keeping.
2. The County determines – in its sole discretion – that the Subrecipient is unable to perform under this Agreement.

C. If this Agreement is terminated by the County as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 14. Indemnification, Insurance, Liability, and Independent Contractor.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

A. **Indemnification.** Subrecipient, a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions and agrees to be liable to the limits set forth in section 768.28, Florida Statutes for any damages proximately caused by said acts or omissions which may result in claims against the County. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, for either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Insurance.**

1. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
2. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this "Insurance" subsection.
3. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:
 - a. **Workers' Compensation** – The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached as **Exhibit "E."**
 - b. **Commercial General Liability** – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Subrecipient further agrees coverage shall not

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.
- c. **Sexual Abuse and Molestation Coverage** with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 - d. **Business Automobile Liability** – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Subrecipient does not own automobiles the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured –Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of the Orange County Board of County Commissioners.
 5. Insurance carriers providing coverage required in this “Insurance” subsection must be licensed to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
 6. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
 7. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above.
 8. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street
Orlando, FL 32801

9. If the Subrecipient is an agency or political subdivision of the State of Florida, the entirety of Section 14B1 through 8, and the requirement in Section 14B7 that copies of the additional insured and the waiver of subrogation endorsements be provided, are not applicable. However, those clauses do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

C. **Liability.** In no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and any individual(s) hired pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

Section 15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. Suspension and Debarment. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

1. The Subrecipient acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a "covered transaction" with a party listed on the System for Award Management ("SAM") Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. § 180.530.
2. If the Subrecipient has not already done so, prior to the execution of this Agreement, the Subrecipient shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
3. Should the County inadvertently execute this Agreement without first confirming registration of the Subrecipient with SAM, it maintains the right to demand that the Subrecipient register for SAM as soon as that oversight is discovered.
4. The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Refuse to register for SAM;
 - b. Refuse to maintain an active registration with SAM;
 - c. Be added to the SAM Exclusions list during the course of its performance under this Agreement; or
 - d. Fail to notify the County of any change in its status under the SAM system.
5. The Subrecipient is required to verify that the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
6. The Subrecipient shall comply with 2 C.F.R. pt. 180, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7. By executing this Agreement, the Subrecipient certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency (and its pass-through recipient if applicable) has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Section.

E. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

1. By executing this Agreement, the Subrecipient certifies that should it subcontract under this Agreement, it shall comply with all requirements of federal regulation 2 C.F.R. § 200.321. Moreover, in order to facilitate continued monitoring for compliance with 2 C.F.R. § 200.321, the Subrecipient must – at the County's request – be able to demonstrate that, for the duration of this Agreement, the Subrecipient:
 - a. Placed qualified small and minority businesses and women's business enterprises on its solicitation lists;
 - b. Assured that small and minority businesses and women's business enterprises were solicited whenever they were potential sources;
 - c. Divided the total requirements, when by its judgment as an expert in its field it was economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- d. Established delivery schedules, when necessary, which encouraged participation by small and minority businesses and women's business enterprises; and
 - e. Used the services and assistance of the Small Business Administration ("SBA") and the Minority Business Development Agency of the Department of Commerce to obtain the names of primary and replacement firms, when applicable.
2. The Subrecipient shall maintain all of the above documentation for future verification and provide copies of the same to the County upon request. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
 3. The Subrecipient understands that it may call the Orange County Business Development Division at (407) 836-7317 with any questions that it might have regarding this requirement.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient:
 - a. Shall file a "Certification Regarding Lobbying" attached to this Agreement as "**Exhibit F**" (if applicable);
 - b. Shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
 - c. Shall disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded to the Federal Awarding Agency (through its pass-through recipient if applicable).

G. Procurement of Recovered Materials.

1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) should it purchase:

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Subrecipient, when making purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section.
4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 C.F.R. § 247.6 (Affirmative Procurement Programs).
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. **Clean Air Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office.
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

I. Federal Water Pollution Control Act. If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in party, with federal assistance provided by the Federal Awarding Agency.

J. Rights to Inventions Made Under this Agreement. If the Federal Award or this Agreement meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 C.F.R. § 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency.

K. Contract Work Hours and Safety Standards Act. If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Specifically:

1. **Overtime requirements.** No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in sub-section 1 of this Section, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency (or its pass-through recipient, when applicable) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 2 of this Section.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subsections 1 through 4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 1 through 4 of this Section.

L. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

M. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).**

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the

National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

Section 16. Federal Awarding Agency/Federal Recipient/Agreement Specific Terms.

- A. **Special Conditions.** Subrecipient must comply with all Special Conditions as applicable, for the US Department of Justice, Office of Justice Programs.
- B. **Reporting Potential Fraud, Waste and Abuse and Similar Misconduct.**
 1. The recipient and any subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that is principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.
 2. Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should be reported to the OIG by –(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to : oig.hotline@usdoj.gov; and or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).
 3. **Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.**

Section 17. General Terms.

- A. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Subrecipient represents that the Subrecipient has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The Subrecipient agrees that, on written request, the Subrecipient shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Subrecipient shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Subrecipient agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

A. Compliance with the HIPAA Privacy and Security Rules and the Florida Information Protection Act.

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not protected health or personally identifiable information; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 C.F.R. § 165.514.
2. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and

- b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Agreement, the Subrecipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is **not** engaged in a boycott of Israel.
3. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
 - a. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
6. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

C. Force Majeure.

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence.
2. That notwithstanding, in order to claim delay pursuant to this Section, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this Section is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this section for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. Nothing in this Section shall prevent the County from terminating this Agreement for any purpose otherwise explicitly stated in this Agreement.

D. Notices. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County:

Orange County Health Services
Attention: Manager
2002A East Michigan Street
Orlando, Florida 32806

AND

Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, Florida 32801

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

To the Subrecipient: Orange County Sheriff's Office
Attention: Grants Manager
2500 West Colonial Drive
Orlando, Florida 32804

E. Employees of the Subrecipient.

1. All work under this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient, remove from this Agreement any employee the County deems incompetent, careless, or otherwise objectionable.
2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral cancellation of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Subrecipient during this Agreement's term; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during this Agreement's term.

F. Use of County and Subrecipient Logos. Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

G. Compliance with Laws. It shall be the Subrecipient's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Subrecipient shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Agreement and any extensions to this Agreement. The Subrecipient shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

H. Assignments and Successors. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

I. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

J. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

K. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

N. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

Q. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

R. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

T. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth in this Agreement, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

U. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

V. Conflicts. The terms of the Federal Award and this Agreement shall control over any conflicting terms in any referenced agreement or document. Should conflict arise between the Federal Award and this Agreement – the more restrictive language shall prevail.

W. Written Modification.

1. The cost of any changes, modifications, change orders, or and all constructive changes must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Work*. Accordingly, no modification of this Agreement shall be binding upon any party to this Agreement unless its

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

rationale is clearly documented, it is reduced to writing, and it is signed by a duly authorized representative of each party to this Agreement.

2. By execution of this Agreement, the parties hereby agree that the contents of **Exhibit "G"** ("Required Information for Federal Subawards") are excepted from this provision. The County may unilaterally make revisions to **Exhibit "G,"** that shall be binding upon the parties to this Agreement, so long as those revisions are based on:
 - a. The Federal Award's Notice of Award; or
 - b. An amendment or modification to the Federal Award or Notice of Award that is issued to the County by the Federal Awarding Agency (or the Federal Awarding Agency's pass-through entity, if applicable).
3. The County shall provide such revision to **Exhibit "G"** to the Subrecipient in a timely fashion.

Section 18. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

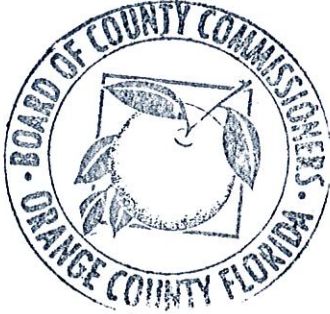
[SIGNATURES ON FOLLOWING PAGE]

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2016-DJ-BX-0153
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *18 June 2019*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

ORANGE COUNTY SHERIFF'S OFFICE

By: John W. Mina

By: *[Signature]*
John W. Mina
Sheriff of Orange County

Date: *7-3-19*

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL. ONLY
[Signature]
DATE: *7/1/2019*

EXHIBIT "A"
Scope of Work

Contract Liaison for Subrecipient:

Tammy Miller, Grants Manager
Orange County Sheriff's Office
2500 W. Colonial Drive, Orlando, FL 32804
407-254-7269

The Subrecipient shall be responsible for:

The purchase of rifle rated armor shields for first responders and the purchase of Active Shooter Response Kits for deputies has been approved by the US Department of Justice, Edward Byrne Memorial Grant. Procurement of equipment and supplies must meet the US Department of Justice, Edward Byrne Memorial federal grant guidelines and the federal procurement standards in 2 CFR Part 200. All equipment purchased through the grant must be properly tagged by the Subrecipient in a manner that relates back to this Agreement and shall be maintained on a property inventory checklist for review by the grantor annually. The Subrecipient will be responsible for tracking all training documentation and training completion certification of participants. All trainings must meet the US Department of Justice, Edward Byrne Memorial Grant guidelines.

Narcotics Division - Drug Identification Enhancement Equipment:

Purchase monitoring equipment devices (repeaters), portable audible transmitting devices, covert audio and video devices.

- Purchase 2 - MFL-3000 Drug Identification Unit (cost includes two years of software upgrades and 2 year warranty on equipment)
- Purchase 3 - Portable sound monitoring enhancement devices (repeaters)
- Purchase 3 - Portable audible transmitting devices
- Covert audio and video devices

Radio Upgrade – Equipment:

- Purchase 17 Motorola APX Portable Radios to replace the legacy XTS Portable Radios for specialized groups such as Motors, SWAT, Aviation, Mounted and volunteers.

Holden Heights Redevelopment Project Signage:

- Purchase 20 permanent signs to be displayed in strategic locations throughout Holden Heights Community.



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

- The signs will display well-crafted crime prevention messages to include warnings to potential law violators and methods by which to contact certain resources such as crime tip lines, addiction/rehabilitation services and other public safety services. The metal signs will be a standard size and will be professionally constructed and erected in public view.

Narcotics Division Training:

- Narcotics Division will provide an opportunity for deputies to attend and receive drug enforcement training to include community outreach programs.



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

EXHIBIT "C"
Invoice Form

Name of Reporting Individual: _____

Date of Invoice: _____ **Invoice #:** _____

Payable to: _____

Description of Equipment/Good and Services: _____

Total Invoice: _____

*** PLEASE ATTACH RECEIPT OF EQUIPMENT AND/OR GOODS AND SERVICES TO THIS DOCUMENT BEFORE SUBMITTING IT. ***

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

 Signature

 Date

 Print Name

 Official Title



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

EXHIBIT "B"
Budget

Expenditure	Budgeted Cost
2-MFL-3000 Drug Identification Unit (cost includes two years of software upgrades and 2 year warranty on equipment)	\$27,800
3-Portable sound monitoring enhancement devices (repeaters)	\$10,500
3-Portable audible transmitting devices	\$4,500
Covert audio and video	\$2,500
17-Motorola APX Portable Radios	\$100,000
20-Holden Heights Redevelopment Project Signs	\$2,500
Narcotics Division Training	\$4,224
SUBTOTAL	\$152,024
Indirect Costs	\$0
TOTAL	\$152,024



EXHIBIT "D"
Performance Measure Report

Orange County Byrne Grant 2017
Quarterly Reporting Questions

Reporting Period: Quarterly

Due Date: 15th of the Month Following the End of the Quarter

Complete the following information quarterly for the program you are receiving funding. The information is required of each subaward and will be uploaded to the Bureau of Justice Performance Management System quarterly by the grantee..

Funding Source: Byrne Grant

Percent of Overall Program Funding : 100%

This JAG Award :100%

All Other Sources : _____

What type of agency is this report for?

Law Enforcement _____

Crime Laboratory/Forensics _____

Correctional Agency _____

Community Corrections Agency _____

Prosecutor's Office _____

Court _____

Local Government _____

State Government _____

College or University _____

Nonprofit or for-profit organization _____

Tribal Government _____

Other _____

Was this task force/program operational during the reporting period

Yes _____

No _____

What is the name of the program?

Enter Text: _____

What was the initiation year of this program/service, regardless of when it received JAG funding?

a. **Enter year :** _____

Are you or a partner conducting an evaluation of this program/service?

Yes _____

No _____



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

To the best of your knowledge, which of the following resources has your organization accessed this reporting period regardless of JAG funding? Check all that apply

- Crime Solutions.orgv ____
- BJA NTTAC ____
- NCJP.org ____
- Evidence Based Policing Matrix ____
- What Works in Reentry Clearinghouse ____
- Research to Practice ____
- My organization did not access any of the following above resources this reporting period ____

During the reporting period has your agency conducted or sponsored a systematic survey of citizens on any of the following topics? Check all that apply.

- Public satisfaction with police services ____
- Public satisfaction with prosecution services ____
- Public satisfaction with public defender/indigent defense services ____
- Public perceptions of crime/disorder problems ____
- Public perception or experiences of citizens ____
- None of the above surveys were conducted/sponsored in these topics ____
- Unsure/Don't Know ____

How often was your organization involved in the following community activities during the reporting period?

	Not Applicable	Don't Know	Daily	Weekly	Monthly	Quarterly
Hosted community meetings						
Attended community meetings, advisory boards, or roundtables						
Distributed a newsletter, email, or other bulletin						
Conducted social media activities (Facebook)						
Conducted outreach to minority populations (racial, ethnic, religious)						
Other						
If Other, please describe						

In the last year, which of the following activities for programs did your agency use to foster community involvement? Check all that apply.

- Citizen Review Board/other review board with citizen representation
- Citizens' Police Academy ____
- Internships for university or high school students ____



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

- Volunteer program _____
- Auxiliary police officer program _____
- K-12 school programs _____
- Youth programs _____
- None of the above _____
- Unsure/don't know _____
- Other _____

The following questions should be answered during the first reporting period and need only be answered this one time for this award. Once answered, you will not be asked to respond to these questions again for this award.

For each of the following training topics, please indicate if the training has been offered or required officers or recruits in your agency in the past calendar year. If offered/required, please indicate the mode of delivery, frequency and mode of documentation.

	Training Offered	Mode of Delivery	Training Frequency	Training Documentation
Use of Force				
De-escalation of conflict				
Racial and ethnic bias				
Gender bias				
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals				
Community engagement (community policing and problem solving)				

For each of the following training topics, for the last calendar year please indicate the number of officers/recruits who attended the training and the length of the course in hours. Count each officer/recruit only once per training topic, regardless of how many times he/she attended the training.

	Number of Officers Trained	Length of Course
Use of Force		
De-escalation of conflict		
Racial and ethnic bias		
Gender bias		
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals		
Community engagement (community policing and problem solving)		

What Type of Crime/Problem does your program focus on? Please be specific as possible.

- Violent Crime Problems
- All violent crime in the jurisdiction _____



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

- Homicide_____
- Human Trafficking_____
- Domestic Violence _____
- Child Abuse_____
- Child pornography_____
- Sexual assault_____
- Terrorism_____

Property Crime Problems

- All property crime in the jurisdiction_____
- Auto Theft_____
- Burglary_____

Societal Crimes/Problems

- Drug crime (street drugs)_____
- Prescription drug crime_____
- Disorderly/quality of life incidents_____
- Prostitution_____
- Cybercrime_____
- White Collar Crime_____
- Healthcare Fraud_____
- Status offenses (truancy, underage drinking)_____

General Crimes Problems

- Hate Crime_____
- Gun Crime_____
- Traffic/auto violations/crashes_____
- All crime in the jurisdiction_____
- Other_____

What is the primary target area of the program

- Specific landmark, neighborhood or place (shopping mall, park, movie theatre that have a large problem)_____
- Hot spots (a number of blocks or street segments that have been identified as experiencing a disproportion share of the jurisdiction's problem)_____
- Entire jurisdiction_____
- Multi-jurisdiction/cross jurisdiction_____

How often was your organization involved in the following community activities during the reporting period.

Conducted analysis to better understand a problem, program progress or to inform decision making in regard to your program service

- Not Applicable_____
- Don't Know_____



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Tracked activity, progress or performance using a database or spreadsheet

- Not Applicable_____
- Don't Know_____
- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Utilized directed hotspot patrol

- Not Applicable_____
- Don't Know_____
- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Conducted public outreach(contact potential victims, focused media outreach)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Conducted community engagement (chief's roundtables, community advisory boards)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Engaged in community problem solving (partnerships with businesses, faith-based institutions, community groups)

- Not Applicable
- Don't Know
- Daily



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

- Weekly
- Monthly
- Quarterly

For the measures tracked quarterly, please indicated is it increased, stayed the same or decreased during the reporting period as compared to the previous 3-month quarter.

General/all Crime

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Specific crime (s)

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citizen complaints

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Officer reported use of force

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Number of individuals who received direct services

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citations in lieu of arrest

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Other Metrics

How many criminal groups were disrupted under your program during the reporting period

Enter Quantity -Disrupted _____

Enter Quantity- Dismantled _____



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

During the reporting period, did you seize any firearms as part of your JAG-funded program or task force?

Yes ___
 No ___

Did your program or task force file any state or federal asset forfeiture cases during the reporting period?

Yes ___
 No ___

During the reporting period did you expend any JAG funds on equipment, supplies or technology enhancements?

Yes ___
 No ___

Please describe all other equipment, supplies, or technology advancements purchased during the reporting period.

Consultants/Contracts

Please describe what consultants and/or contracts were paid for with JAG funds during the reporting period. Please include names, titles, and areas of expertise where applicable.

During the reporting period, did you expend any JAG funds on attending and hosting or developing training?

Yes ___
 No ___

Please describe any other use of JAG funds during the reporting period

During the reporting period, did your program have any partnerships with outside entities, groups, organizations or programs? If yes, how would you rate the following partners based on this statement "This partner is actively involved in the program" (please check).

	Agree or Disagree	Agree	Strongly Agree	N/A	Disagree	Neither
State leadership (e.g., governor's office)						
Tribal leadership						
Local leadership (e.g., mayor's office)						
Federal law enforcement agencies						
State law enforcement agencies						
Local law enforcement agencies						
Victim services						
Pretrial service organizations						
U.S. Attorney's Office						
Prosecution						



HEALTH SERVICES DIVISION
Federal Award No. 2016-DJ-BX-0153
County Contract No. _____

Public defense						
Courts						
Community corrections (probation/parole)						
Corrections						
Health care providers						
Mental health care providers						
Substance use disorder treatment providers						
Child protective services						
Community-based service providers (e.g., housing, employment)						
Community groups (e.g., neighborhood watch, community center)						
Lived experience mentors						
Faith-based organizations						
Subject matter experts						
Foundations/Philanthropic organizations						
Researcher, evaluator, or Statistical Analysis Center (SAC)						
Training and technical assistance provider(s)						
Tribal criminal justice agencies						
Businesses						
K-12 schools						
Public services (e.g., trash collection, public works)						



EXHIBIT "E"
Leased Employee Affidavit

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



EXHIBIT "F"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Applicant's Organization: _____

*Printed Name and Title of Authorized Representative

Prefix: _____ *First Name: _____ Middle Name: _____

*Last Name: _____ Suffix: _____

*Title: _____

*Signature: _____ Date: _____



Required Information for Federal Subawards

Federal Regulation Requirement 2 C.F.R. § 200.331(1)(a)...	Subaward-Specific Information
(i) Subrecipient Name:	Orange County Sheriff's Office (the "Subrecipient").
(ii) Subrecipient DUNS® Number:	799554519
(iii) Federal Award Identification Number:	2016-DJ-BX-0153
(iv) Federal Award Date:	7/9/2016
(v) Subward Period of Performance Start and End Date	See Section 3.
(vi) Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient:	\$152,024.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including the current obligation:	\$152,024.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the passthrough entity:	\$152,024.00
(ix) Federal award project description:	Funding for Law Enforcement Equipment Purchases and Training Costs for Narcotic Response and Community Safety.
(x) Federal awarding agency:	U.S. Department of Justice ("DOJ")
Passthrough entity:	Orange County, Florida
Contact information for awarding official of the passthrough entity:	Manager, Orange County Procurement Division; 400 East South Street, 2nd Floor, Orlando, Florida 32801; (407) 836-5664.
(xi) CFDA Number:	16.738
CFDA Name:	Edward Byrne Memorial Justice Assistance Grant Program
(xi) Dollar amount made available to passthrough entity under Federal Award:	\$405,024.00
(xii) Identification of whether the award is R&D:	No. N/A
(xiii) Indirect cost rate for the Federal award:	No. N/A

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE ORANGE COUNTY SHERIFF'S OFFICE

for a subaward of

\$242,820

related to

**THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM**

for the specific purpose of

**Funding Law Enforcement Equipment Purchases and Training Costs
for Narcotic Response and Community Safety**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is by and between **ORANGE COUNTY, FLORIDA**, on behalf of its Health Services Division (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida, 32801, and John W. Mina on behalf of the **ORANGE COUNTY SHERIFF'S OFFICE** (the "Subrecipient"), a Florida constitutional officer, located at 2500 West Colonial Drive, Orlando, Florida, 32804, for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's (the "Federal Awarding Agency") Edward Byrne Memorial Justice Assistance grant award (the "Federal Award"). The County and the Subrecipient may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the Federal Awarding Agency issued an award to the County for the purposes to support a broad range of activities to prevent and control crime based on local needs and conditions; and

WHEREAS, the County, in fulfilling its obligations under the Federal Award, shall pass-through \$242,820 (the "Subaward") of the Federal Award monies to the Subrecipient for the funding for Law Enforcement Equipment for First Responders; and

WHEREAS, this is the only subaward from the County to the Subrecipient under the Federal Award.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1: Recitals.

The above recitals are true and correct and form a material part of this Agreement.

Section 2: Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. The Federal Award, the grant program legislation and program regulation cited in the Notice of Award; US Department of Justice Special Conditions; and any relevant federal appropriations acts;
3. **Exhibit A:** Scope of Work;
4. **Exhibit B:** Budget;
5. **Exhibit C:** Invoice Form;
6. **Exhibit D:** Performance Measure Report;
7. **Exhibit E:** Leased Employee Affidavit (when applicable);
8. **Exhibit F:** Certification Regarding Lobbying (when applicable); and
9. **Exhibit G:** Required Information for Federal Subawards.

Section 3. Term.

A. The term of this Agreement begins on the date of execution by the County ("Effective Date") and concludes on September 30, 2020. This Agreement can be renewed for four (4) additional annual terms through mutual written consent by the parties so long as the County continues to be a recipient of the Federal Award.

B. Should there be Federal Award funds remaining at the conclusion of this Agreement's term, the parties may mutually agree to request a "no cost" extension from the Federal Awarding Agency – and any other necessary pass-through funding recipient(s) – to spend the remaining funds.

1. Should that extension request be granted, the term of this Agreement shall extend based on the terms of the granted extension and a written addendum to this Agreement shall be required.

2. Should that extension request be denied, all remaining funds shall be returned to the Federal Awarding Agency pursuant to the terms of the Federal Award, or any relevant agreement or contract to which the County is subject.

Section 4. The County's Obligations and Responsibilities.

A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency (or its pass-through recipient, if applicable). If the Federal Awarding Agency (or its pass-through recipient, if applicable) determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.

C. Should the Federal Awarding Agency (or its pass-through recipient, if applicable) withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

D. At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant, or related, to this Agreement, the Federal Award, or the terms of any other agreement to which the County is subject related to the Federal Award.

E. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.

Section 5. The Subrecipient's Obligations and Responsibilities.

A. **Compliance with Uniform Guidance.** The Subrecipient is responsible for complying with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as found in 2 C.F.R. Part 200 ("Uniform Guidance"). The Subrecipient is required to ensure that any and all subcontractors providing services, or otherwise performing, pursuant to this Agreement shall comply with any and all relevant provisions of the Uniform Guidance.

B. The Subrecipient acknowledges that the financial assistance provided by the Federal Awarding Agency through this Subaward shall only be used to provide services and fund expenses permitted by this Agreement and the Federal Award.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws, the most restrictive shall govern.

D. The Subrecipient, as a subrecipient of the Federal Award, is responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Work* attached to this Agreement as “**Exhibit A**” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement and the Federal Award.

E. The Subrecipient shall designate a contract liaison, which shall be identified in its submitted *Scope of Work*, to monitor the Subrecipient’s performance of the provisions set forth in this Agreement (the "Contract Liaison"). The Subrecipient shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an “as needed” basis or as otherwise requested by the County. Should there be any change in the Subrecipient’s Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

F. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may – at the sole discretion of the County or any agency within the chain of recipients of the Federal Award – be suspended while the extent of the overpayment is determined, or terminated.

Section 6. Procurement.

A. By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 C.F.R. Part 200.317 – 200.326 ("Procurement Standards".)

B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the County.

C. All program assets (unexpended program income, property, equipment, etc.) shall – unless otherwise provided for by the Federal Funding Agency – revert to the County (and then to the Federal Funding Agency) upon termination of this Agreement.

Section 7. Invoices.

A. The Subrecipient shall invoice the County based on the agreed upon *Budget* attached to this Agreement as “**Exhibit B**”.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

B. Invoices shall be delivered to the County as detailed in the *Invoice Form* attached to this Agreement as “**Exhibit C**”. If the *Invoice Form* fails to indicate a specific time period for invoicing, the default period shall be monthly with the invoice due to the County by the 15th of the month subsequent to the provision of work or services for which the County is being invoiced.

C. The County reserves the right to withhold or deny payment of such invoice if the Subrecipient’s invoice:

1. Is incomplete or fails to provide the requisite supporting documentation; or
2. Fails to be provided in a timely fashion as determined by the terms of this Agreement.

D. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Work*.

E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:

1. Any goods or services provided that do not fall within the attached *Scope of Work*;
2. Any goods or services that fall within the attached *Scope of Work*, but that such payment by the County would supplant current available, or projected, funding for those goods or services;
3. Any goods or services that fall within the attached *Scope of Work*, but that such payment can be made through a third party program or insurance provider; or
4. Any costs or expenses in excess to the amount of funding allocated to the Subrecipient pursuant to this Agreement and the Federal Award.

Section 8. Progress Reporting.

A. The Subrecipient shall regularly submit completed *Performance Measure Reports*, a template of which is attached to this Agreement as “**Exhibit D**”, that details the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Work*.

B. Unless otherwise specified in the *Scope of Work*, *Performance Measure Reports* shall be submitted to the County on a quarterly basis by the 15th of the month following the reporting quarter’s end.

C. Failure to provide the required *Performance Measure Reports* in accordance with this Section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

Section 9. Maintenance, Retention, Access to Records, and Public Records.

A. The Subrecipient acknowledges that the Subrecipient, and its subcontractors that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.
3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring and evaluation. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("Relevant Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
6. The Subrecipient shall permit the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. If the *Scope of Work* is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.
8. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient – by execution hereof – certifies to the County that it shall comply with 2 C.F.R. 200.305(b)(1) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 C.F.R. 200.305 (b) subparagraphs (7), (8), and (9), and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by Florida Statute.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.

- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

- 2. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, the following applies: Each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 10. Audit Requirements.

A. County Comptroller Audits. The County, the Comptroller of Orange County (the "Comptroller"), or the designee of either, shall perform program and financial monitoring periodically. A "Letter of Findings" shall be provided to the Subrecipient. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Comptroller, within thirty (30) days of the date of the "Letter of Findings". Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

B. Compliance with Uniform Guidance. The Subrecipient acknowledges that as a subrecipient of a federal award it will be held to the federal auditing requirements found in 2 C.F.R. Subpart F – Audit Requirements.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. **Authorization to Audit.** The County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit the Subrecipient's use of Subaward funds disbursed under this Agreement, from time to time, for compliance by the Subrecipient with the terms, conditions, and obligations set forth in this Agreement.

D. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 C.F.R. 200.514, unless the Subrecipient elects to have a program-specific audit in accordance with 2 C.F.R. 200.501(c).
2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) days after the close of the Subrecipient's fiscal year.

E. **Submission of Audits and Audited Financial Statements.**

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR 200.512, or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38

Orlando, Florida 32802

F. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

G. Failure to comply with any requirements in this Section shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Section 11. Return of Funds.

A. The Subrecipient shall reimburse the County for all unauthorized expenditures including, but not limited to, those specifically detailed in this Agreement.

1. The Subrecipient understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this contract which may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the County, the Subrecipient shall remit such funds that the County deemed disbursed in error to the County upon such receipt of the County's written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.
2. Should the Subrecipient fail to reimburse the County for any overpayment within forty-five (45) calendar days of the Subrecipient's receipt of notice from the County, the County may:
 - a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement; or
 - d. Hold the Subrecipient as not responsible when considering future awards.

Section 12. Termination for Convenience.

Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice – in writing – to the other party. If this Agreement is terminated by the County

as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 13. Termination for Cause.

A. Immediate Termination. The County reserves the right to terminate this Agreement immediately if:

1. The Federal Awarding Agency (or its pass-through recipient, if applicable) terminates the Federal Award;
2. Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
3. The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
4. The Subrecipient files bankruptcy or otherwise becomes insolvent; or
5. The Subrecipient is determined to be ineligible to do business in the State of Florida.

B. Opportunity to Cure. The County reserves the right to terminate this Agreement for cause upon providing fourteen (14) calendar days notice if:

1. The County notifies the Subrecipient, and the Subrecipient fails to take corrective action to the satisfaction of the County within the time to cure provided within the County's notice or seven (7) calendar days of Subrecipient's receipt of such notice – whichever is greater, of:
 - a. The Subrecipient's unsatisfactory performance under this Agreement; or
 - b. A discrepancy in the Subrecipient's invoicing or record keeping.
2. The County determines – in its sole discretion – that the Subrecipient is unable to perform under this Agreement.

C. If this Agreement is terminated by the County as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 14. Indemnification, Insurance, Liability, and Independent Contractor.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

A. **Indemnification.** Subrecipient, a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions and agrees to be liable to the limits set forth in section 768.28, Florida Statutes for any damages proximately caused by said acts or omissions which may result in claims against the County. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, for either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Insurance.**

1. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
2. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this "Insurance" subsection.
3. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:
 - a. **Workers' Compensation** – The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached as **Exhibit "E."**
 - b. **Commercial General Liability** – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Subrecipient further agrees coverage shall not

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.
- c. **Sexual Abuse and Molestation Coverage** with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 - d. **Business Automobile Liability** – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Subrecipient does not own automobiles the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured –Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of the Orange County Board of County Commissioners.
 5. Insurance carriers providing coverage required in this “Insurance” subsection must be licensed to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
 6. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
 7. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above.
 8. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street
Orlando, FL 32801

9. If the Subrecipient is an agency or political subdivision of the State of Florida, the entirety of Section 14B1 through 8, and the requirement in Section 14B7 that copies of the additional insured and the waiver of subrogation endorsements be provided, are not applicable. However, those clauses do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

C. **Liability.** In no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and any individual(s) hired pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

Section 15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

C. Suspension and Debarment. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

1. The Subrecipient acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a “covered transaction” with a party listed on the System for Award Management (“SAM”) Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. § 180.530.
2. If the Subrecipient has not already done so, prior to the execution of this Agreement, the Subrecipient shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
3. Should the County inadvertently execute this Agreement without first confirming registration of the Subrecipient with SAM, it maintains the right to demand that the Subrecipient register for SAM as soon as that oversight is discovered.
4. The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Refuse to register for SAM;
 - b. Refuse to maintain an active registration with SAM;
 - c. Be added to the SAM Exclusions list during the course of its performance under this Agreement; or
 - d. Fail to notify the County of any change in its status under the SAM system.
5. The Subrecipient is required to verify that the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
6. The Subrecipient shall comply with 2 C.F.R. pt. 180, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. By executing this Agreement, the Subrecipient certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency (and its pass-through recipient if applicable) has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Section.

E. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

1. By executing this Agreement, the Subrecipient certifies that should it subcontract under this Agreement, it shall comply with all requirements of federal regulation 2 C.F.R. § 200.321. Moreover, in order to facilitate continued monitoring for compliance with 2 C.F.R. § 200.321, the Subrecipient must – at the County's request – be able to demonstrate that, for the duration of this Agreement, the Subrecipient:
 - a. Placed qualified small and minority businesses and women's business enterprises on its solicitation lists;
 - b. Assured that small and minority businesses and women's business enterprises were solicited whenever they were potential sources;
 - c. Divided the total requirements, when by its judgment as an expert in its field it was economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- d. Established delivery schedules, when necessary, which encouraged participation by small and minority businesses and women's business enterprises; and
 - e. Used the services and assistance of the Small Business Administration ("SBA") and the Minority Business Development Agency of the Department of Commerce to obtain the names of primary and replacement firms, when applicable.
2. The Subrecipient shall maintain all of the above documentation for future verification and provide copies of the same to the County upon request. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
 3. The Subrecipient understands that it may call the Orange County Business Development Division at (407) 836-7317 with any questions that it might have regarding this requirement.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient:
 - a. Shall file a "Certification Regarding Lobbying" attached to this Agreement as "**Exhibit F**" (if applicable);
 - b. Shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
 - c. Shall disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded to the Federal Awarding Agency (through its pass-through recipient if applicable).

G. Procurement of Recovered Materials.

1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) should it purchase:

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Subrecipient, when making purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section.
4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 C.F.R. § 247.6 (Affirmative Procurement Programs).
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. **Clean Air Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office.
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

I. **Federal Water Pollution Control Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

J. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 C.F.R. § 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency.

K. **Contract Work Hours and Safety Standards Act.** If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Specifically:

1. **Overtime requirements.** No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in sub-section 1 of this Section, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency (or its pass-through recipient, when applicable) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 2 of this Section.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subsections 1 through 4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 1 through 4 of this Section.

L. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

M. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

Section 16. Federal Awarding Agency/Federal Recipient/Agreement Specific Terms.

- A. **Special Conditions.** Subrecipient must comply with all Special Conditions as applicable, for the US Department of Justice, Office of Justice Programs.
- B. **Reporting Potential Fraud, Waste and Abuse and Similar Misconduct.**
 1. The recipient and any subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that is principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.
 2. Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should be reported to the OIG by –(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to : oig.hotline@usdoj.gov; and or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).
 3. **Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.**

Section 17. General Terms.

- A. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would

encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Subrecipient represents that the Subrecipient has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The Subrecipient agrees that, on written request, the Subrecipient shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Subrecipient shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Subrecipient agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

A. Compliance with the HIPAA Privacy and Security Rules and the Florida Information Protection Act.

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not protected health or personally identifiable information; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 C.F.R. § 165.514.
2. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Agreement, the Subrecipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is **not** engaged in a boycott of Israel.
3. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
 - a. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
6. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

C. Force Majeure.

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence.
2. That notwithstanding, in order to claim delay pursuant to this Section, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this Section is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this section for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. Nothing in this Section shall prevent the County from terminating this Agreement for any purpose otherwise explicitly stated in this Agreement.

D. Notices. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Health Services
Attention: Manager
2002A East Michigan Street
Orlando, Florida 32806

AND

Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, Florida 32801

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

To the Subrecipient: Orange County Sheriff's Office
Attention: Grants Manager
2500 West Colonial Drive
Orlando, Florida 32804

E. Employees of the Subrecipient.

1. All work under this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient, remove from this Agreement any employee the County deems incompetent, careless, or otherwise objectionable.
2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral cancellation of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Subrecipient during this Agreement's term; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during this Agreement's term.

F. Use of County and Subrecipient Logos. Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

G. Compliance with Laws. It shall be the Subrecipient's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Subrecipient shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Agreement and any extensions to this Agreement. The Subrecipient shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

H. Assignments and Successors. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

I. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

J. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

K. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

N. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Q. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

R. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

T. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth in this Agreement, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

U. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

V. Conflicts. The terms of the Federal Award and this Agreement shall control over any conflicting terms in any referenced agreement or document. Should conflict arise between the Federal Award and this Agreement – the more restrictive language shall prevail.

W. Written Modification.

1. The cost of any changes, modifications, change orders, or and all constructive changes must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Work*. Accordingly, no modification of this Agreement shall be binding upon any party to this Agreement unless its

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

rationale is clearly documented, it is reduced to writing, and it is signed by a duly authorized representative of each party to this Agreement.

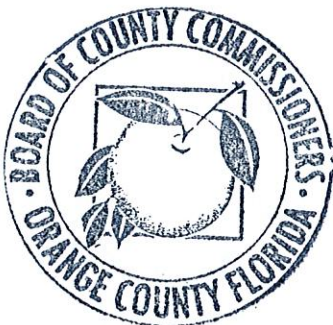
2. By execution of this Agreement, the parties hereby agree that the contents of **Exhibit "G"** ("Required Information for Federal Subawards") are excepted from this provision. The County may unilaterally make revisions to **Exhibit "G,"** that shall be binding upon the parties to this Agreement, so long as those revisions are based on:
 - a. The Federal Award's Notice of Award; or
 - b. An amendment or modification to the Federal Award or Notice of Award that is issued to the County by the Federal Awarding Agency (or the Federal Awarding Agency's pass-through entity, if applicable).
3. The County shall provide such revision to **Exhibit "G"** to the Subrecipient in a timely fashion.

Section 18. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2017-DJ-BX-0933
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryon W. Burks*
for Jerry L. Demings
Orange County Mayor

Date: *18 June 2019*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Kalie Smith*
Deputy Clerk

ORANGE COUNTY SHERIFF'S OFFICE

By: John W. Mina

By: *[Signature]*
John W. Mina
Sheriff of Orange County

Date: *7-3-19*

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY
[Signature]
DATE: *7/4/2019*



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

EXHIBIT "A"
Scope of Work

Contract Liaison for Subrecipient:

Tammy Miller, Grants Manager
Orange County Sheriff's Office
2500 W. Colonial Drive, Orlando, FL 32804
407-254-7269

The Subrecipient shall be responsible for:

The purchase of the equipment below has been approved by the US Department of Justice, Edward Byrne Memorial Grant. Procurement of equipment and supplies must meet the US Department of Justice, Edward Byrne Memorial federal grant guidelines and the federal procurement standards in 2 CFR Part 200. All equipment purchased through the grant must be properly tagged by the Subrecipient in a manner that relates back to this Agreement and shall be maintained on a property inventory checklist for review by the grantor annually. The Subrecipient will be responsible for tracking all training documentation and training completion certification of participants. All trainings must meet the US Department of Justice, Edward Byrne Memorial Grant guidelines.

Fugitive Apprehension Unit - Equipment:

- Purchase 4 Rifle rated armor shields with view port for first responders.

Active Shooter Response Kits:

- Purchase 168 Active Shooter Response Kits to include vests, front and rear plate, and Kevlar helmets for first responders.

Tactical Entry Equipment for Narcotics Division:

- Purchase 12 Ballistic Entry Vests with Rifle Plates for Clandestine Lab Response Team members to safely clear a structure.



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

EXHIBIT "B"
Budget

Expenditure	Budgeted Cost
4- Rifle Rated Amor Shields with View Port	\$25,812
168-Active Shooter Response Kits	\$168,255
12- Ballistic Entry Vests with Rifle Plates	\$48,753
SUBTOTAL	\$242,820
Indirect Costs	\$0
TOTAL	\$242,820



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

EXHIBIT "C"
Invoice Form

Name of Reporting Individual: _____

Date of Invoice: _____ **Invoice #:** _____

Payable to: _____

Description of Equipment/Good and Services: _____

Total Invoice: _____

*** PLEASE ATTACH RECEIPT OF EQUIPMENT AND/OR GOODS AND SERVICES TO THIS DOCUMENT BEFORE SUBMITTING IT. ***

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

 Signature

 Date

 Print Name

 Official Title



EXHIBIT "D"
Performance Measure Report

Orange County Byrne Grant 2017
Quarterly Reporting Questions

Reporting Period: Quarterly

Due Date: 15th of the Month Following the End of the Quarter

Complete the following information quarterly for the program you are receiving funding. The information is required of each subaward and will be uploaded to the Bureau of Justice Performance Management System quarterly by the grantee..

Funding Source: Byrne Grant

Percent of Overall Program Funding : 100%

This JAG Award :100%

All Other Sources : _____

What type of agency is this report for?

- Law Enforcement _____
- Crime Lavatory/Forensics _____
- Correctional Agency _____
- Community Corrections Agency _____
- Prosecutor’s Office _____
- Court _____
- Local Government _____
- State Government _____
- College or University _____
- Nonprofit or for-profit organization _____
- Tribal Government _____
- Other _____

Was this task force/program operational during the reporting period

Yes _____

No _____

What is the name of the program?

Enter Text: _____

What was the initiation year of this program/service, regardless of when it received JAG funding?

a. **Enter year :** _____

Are you or a partner conducting an evaluation of this program/service?

Yes _____

No _____



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

To the best of your knowledge, which of the following resources has your organization accessed this reporting period regardless of JAG funding? Check all that apply

- Crime Solutions.orgv ___
- BJA NTTAC ___
- NCJP.org___
- Evidence Based Policing Matrix ___
- What Works in Reentry Clearinghouse_____
- Research to Practice___
- My organization did not access any of the following above resources this reporting period___

During the reporting period has your agency conducted or sponsored a systematic survey of citizens on any of the following topics? Check all that apply.

- Public satisfaction with police services___
- Public satisfaction with prosecution services_____
- Public satisfaction with public defender/indigent defense services_____
- Public perceptions of crime/disorder problems_____
- Public perception or experiences of citizens_____
- None of the above surveys were conducted/sponsored in these topics_____
- Unsure/Don't Know_____

How often was your organization involved in the following community activities during the reporting period?

	Not Applicable	Don't Know	Daily	Weekly	Monthly	Quarterly
Hosted community meetings						
Attended community meetings, advisory boards, or roundtables						
Distributed a newsletter, email, or other bulletin						
Conducted social media activities (Facebook)						
Conducted outreach to minority populations (racial, ethnic, religious)						
Other						
If Other, please describe						

In the last year, which of the following activities for programs did your agency use to foster community involvement? Check all that apply.

- Citizen Review Board/other review board with citizen representation
- Citizens' Police Academy___
- Internships for university or high school students_____



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

- Volunteer program _____
- Auxiliary police officer program _____
- K-12 school programs _____
- Youth programs _____
- None of the above _____
- Unsure/don't know _____
- Other _____

The following questions should be answered during the first reporting period and need only be answered this one time for this award. Once answered, you will not be asked to respond to these questions again for this award.

For each of the following training topics, please indicate if the training has been offered or required officers or recruits in your agency in the past calendar year. If offered/required, please indicate the mode of delivery, frequency and mode of documentation.

	Training Offered	Mode of Delivery	Training Frequency	Training Documentation
Use of Force				
De-escalation of conflict				
Racial and ethnic bias				
Gender bias				
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals				
Community engagement (community policing and problem solving)				

For each of the following training topics, for the last calendar year please indicate the number of officers/recruits who attended the training and the length of the course in hours. Count each officer/recruit only once per training topic, regardless of how many times he/she attended the training.

	Number of Officers Trained	Length of Course
Use of Force		
De-escalation of conflict		
Racial and ethnic bias		
Gender bias		
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals		
Community engagement (community policing and problem solving)		

What Type of Crime/Problem does your program focus on? Please be specific as possible.

- Violent Crime Problems
- All violent crime in the jurisdiction _____



- Homicide_____
- Human Trafficking_____
- Domestic Violence _____
- Child Abuse_____
- Child pornography_____
- Sexual assault_____
- Terrorism_____

Property Crime Problems

- All property crime in the jurisdiction_____
- Auto Theft_____
- Burglary_____

Societal Crimes/Problems

- Drug crime (street drugs)_____
- Prescription drug crime_____
- Disorderly/quality of life incidents_____
- Prostitution_____
- Cybercrime_____
- White Collar Crime_____
- Healthcare Fraud_____
- Status offenses (truancy, underage drinking)_____

General Crimes Problems

- Hate Crime_____
- Gun Crime_____
- Traffic/auto violations/crashes_____
- All crime in the jurisdiction_____
- Other_____

What is the primary target area of the program

- Specific landmark, neighborhood or place (shopping mall, park, movie theatre that have a large problem)_____
- Hot spots (a number of blocks or street segments that have been identified as experiencing a disproportion share of the jurisdiction’s problem)_____
- Entire jurisdiction_____
- Multi-jurisdiction/cross jurisdiction_____

How often was your organization involved in the following community activities during the reporting period.

Conducted analysis to better understand a problem, program progress or to inform decision making in regard to your program service

- Not Applicable_____
- Don’t Know_____



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

- Daily _____
- Weekly _____
- Monthly _____
- Quarterly _____

Tracked activity, progress or performance using a database or spreadsheet

- Not Applicable _____
- Don't Know _____
- Daily _____
- Weekly _____
- Monthly _____
- Quarterly _____

Utilized directed hotspot patrol

- Not Applicable _____
- Don't Know _____
- Daily _____
- Weekly _____
- Monthly _____
- Quarterly _____

Conducted public outreach(contact potential victims, focused media outreach)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Conducted community engagement (chief's roundtables, community advisory boards)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Engaged in community problem solving (partnerships with businesses, faith-based institutions, community groups)

- Not Applicable
- Don't Know
- Daily



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

- Weekly
- Monthly
- Quarterly

For the measures tracked quarterly, please indicated is it increased, stayed the same or decreased during the reporting period as compared to the previous 3-month quarter.

General/all Crime

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Specific crime (s)

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citizen complaints

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Officer reported use of force

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Number of individuals who received direct services

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citations in lieu of arrest

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Other Metrics

How many criminal groups were disrupted under your program during the reporting period

Enter Quantity -Disrupted_____

Enter Quantity- Dismantled_____



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

During the reporting period, did you seize any firearms as part of your JAG-funded program or task force?

Yes ___
 No ___

Did your program or task force file any state or federal asset forfeiture cases during the reporting period?

Yes ___
 No ___

During the reporting period did you expend any JAG funds on equipment, supplies or technology enhancements?

Yes ___
 No ___

Please describe all other equipment, supplies, or technology advancements purchased during the reporting period.

Consultants/Contracts

Please describe what consultants and/or contracts were paid for with JAG funds during the reporting period. Please include names, titles, and areas of expertise where applicable.

During the reporting period, did you expend any JAG funds on attending and hosting or developing training?

Yes ___
 No ___

Please describe any other use of JAG funds during the reporting period

During the reporting period, did your program have any partnerships with outside entities, groups, organizations or programs? If yes, how would you rate the following partners based on this statement "This partner is actively involved in the program" (please check).

	Agree or Disagree	Agree	Strongly Agree	N/A	Disagree	Neither
State leadership (e.g., governor's office)						
Tribal leadership						
Local leadership (e.g., mayor's office)						
Federal law enforcement agencies						
State law enforcement agencies						
Local law enforcement agencies						
Victim services						
Pretrial service organizations						
U.S. Attorney's Office						
Prosecution						



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

Public defense						
Courts						
Community corrections (probation/parole)						
Corrections						
Health care providers						
Mental health care providers						
Substance use disorder treatment providers						
Child protective services						
Community-based service providers (e.g., housing, employment)						
Community groups (e.g., neighborhood watch, community center)						
Lived experience mentors						
Faith-based organizations						
Subject matter experts						
Foundations/Philanthropic organizations						
Researcher, evaluator, or Statistical Analysis Center (SAC)						
Training and technical assistance provider(s)						
Tribal criminal justice agencies						
Businesses						
K-12 schools						
Public services (e.g., trash collection, public works)						



EXHIBIT "E"
Leased Employee Affidavit

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



EXHIBIT "F"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Applicant's Organization: _____

*Printed Name and Title of Authorized Representative

Prefix: _____ *First Name: _____ Middle Name: _____

*Last Name: _____ Suffix: _____

*Title: _____

*Signature: _____ Date: _____



HEALTH SERVICES DIVISION
Federal Award No. 2017-DJ-BX-0933
County Contract No. _____

Required Information for Federal Subawards

Federal Regulation Requirement 2 C.F.R. § 200.331(1)(a)...	Subaward-Specific Information
(i) Subrecipient Name:	Orange County Sherriff's Office (the "Subrecipient").
(ii) Subrecipient DUNS® Number:	799554519
(iii) Federal Award Identification Number:	2017-DJ-BX-0933
(iv) Federal Award Date:	06/26/18
(v) Subward Period of Performance Start and End Date	See Section 3.
(vi) Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient:	\$242,820
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including the current obligation:	\$242,820
(viii) Total Amount of the Federal Award committed to the subrecipient by the passthrough entity:	\$0
(ix) Federal award project description:	Funding for Law Enforcement Equipment for First Responders.
(x) Federal awarding agency: Passthrough entity: Contact information for awarding official of the passthrough entity:	U.S. Department of Justice ("DOJ") Orange County, Florida Manager, Orange County Procurement Division; 400 East South Street, 2nd Floor, Orlando, Florida 32801; (407) 836-5664.
(xi) CFDA Number: CFDA Name:	16.738 Edward Byrne Memorial Justice Assistance Grant Program
(xi) Dollar amount made available to passthrough entity under Federal Award:	\$394,355
(xii) Identification of whether the award is R&D:	No. N/A
(xiii) Indirect cost rate for the Federal award:	No. N/A

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE ORANGE COUNTY SHERIFF'S OFFICE

for a subaward of

\$141,922

related to

**THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM**

for the specific purpose of

**Funding Law Enforcement Equipment Purchases and Training Costs
for Narcotic Response and Community Safety**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is by and between **ORANGE COUNTY, FLORIDA**, on behalf of its Health Services Division (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida, 32801, and John W. Mina on behalf of the **ORANGE COUNTY SHERIFF'S OFFICE** (the "Subrecipient"), a Florida constitutional officer, located at 2500 West Colonial Drive, Orlando, Florida, 32804, for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's (the "Federal Awarding Agency") Edward Byrne Memorial Justice Assistance grant award (the "Federal Award"). The County and the Subrecipient may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the Federal Awarding Agency issued an award to the County for the purposes to support a broad range of activities to prevent and control crime based on local needs and conditions; and

WHEREAS, the County, in fulfilling its obligations under the Federal Award, shall pass-through \$141,922 (the "Subaward") of the Federal Award monies to the Subrecipient for the funding for Law Enforcement Equipment for First Responders; and

WHEREAS, this is the only subaward from the County to the Subrecipient under the Federal Award.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1: Recitals.

The above recitals are true and correct and form a material part of this Agreement.

Section 2: Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. The Federal Award, the grant program legislation and program regulation cited in the Notice of Award; US Department of Justice Special Conditions; and any relevant federal appropriations acts;
3. **Exhibit A:** Scope of Work;
4. **Exhibit B:** Budget;
5. **Exhibit C:** Invoice Form;
6. **Exhibit D:** Performance Measure Report;
7. **Exhibit E:** Leased Employee Affidavit (when applicable);
8. **Exhibit F:** Certification Regarding Lobbying (when applicable); and
9. **Exhibit G:** Required Information for Federal Subawards.

Section 3. Term.

A. The term of this Agreement begins on the date of execution by the County ("Effective Date") and concludes on September 29, 2021. This Agreement can be renewed for four (4) additional annual terms through mutual written consent by the parties so long as the County continues to be a recipient of the Federal Award.

B. Should there be Federal Award funds remaining at the conclusion of this Agreement's term, the parties may mutually agree to request a "no cost" extension from the Federal Awarding Agency – and any other necessary pass-through funding recipient(s) – to spend the remaining funds.

1. Should that extension request be granted, the term of this Agreement shall extend based on the terms of the granted extension and a written addendum to this Agreement shall be required.

2. Should that extension request be denied, all remaining funds shall be returned to the Federal Awarding Agency pursuant to the terms of the Federal Award, or any relevant agreement or contract to which the County is subject.

Section 4. The County's Obligations and Responsibilities.

A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency (or its pass-through recipient, if applicable). If the Federal Awarding Agency (or its pass-through recipient, if applicable) determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.

C. Should the Federal Awarding Agency (or its pass-through recipient, if applicable) withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

D. At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant, or related, to this Agreement, the Federal Award, or the terms of any other agreement to which the County is subject related to the Federal Award.

E. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.

Section 5. The Subrecipient's Obligations and Responsibilities.

A. **Compliance with Uniform Guidance.** The Subrecipient is responsible for complying with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as found in 2 C.F.R. Part 200 ("Uniform Guidance"). The Subrecipient is required to ensure that any and all subcontractors providing services, or otherwise performing, pursuant to this Agreement shall comply with any and all relevant provisions of the Uniform Guidance.

B. The Subrecipient acknowledges that the financial assistance provided by the Federal Awarding Agency through this Subaward shall only be used to provide services and fund expenses permitted by this Agreement and the Federal Award.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws, the most restrictive shall govern.

D. The Subrecipient, as a subrecipient of the Federal Award, is responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Work* attached to this Agreement as “**Exhibit A**” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement and the Federal Award.

E. The Subrecipient shall designate a contract liaison, which shall be identified in its submitted *Scope of Work*, to monitor the Subrecipient’s performance of the provisions set forth in this Agreement (the "Contract Liaison"). The Subrecipient shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an “as needed” basis or as otherwise requested by the County. Should there be any change in the Subrecipient’s Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

F. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may – at the sole discretion of the County or any agency within the chain of recipients of the Federal Award – be suspended while the extent of the overpayment is determined, or terminated.

Section 6. Procurement.

A. By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 C.F.R. Part 200.317 – 200.326 ("Procurement Standards".)

B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the County.

C. All program assets (unexpended program income, property, equipment, etc.) shall – unless otherwise provided for by the Federal Funding Agency – revert to the County (and then to the Federal Funding Agency) upon termination of this Agreement.

Section 7. Invoices.

A. The Subrecipient shall invoice the County based on the agreed upon *Budget* attached to this Agreement as “**Exhibit B**”.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

B. Invoices shall be delivered to the County as detailed in the *Invoice Form* attached to this Agreement as “**Exhibit C**”. If the *Invoice Form* fails to indicate a specific time period for invoicing, the default period shall be monthly with the invoice due to the County by the 15th of the month subsequent to the provision of work or services for which the County is being invoiced.

C. The County reserves the right to withhold or deny payment of such invoice if the Subrecipient's invoice:

1. Is incomplete or fails to provide the requisite supporting documentation; or
2. Fails to be provided in a timely fashion as determined by the terms of this Agreement.

D. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Work*.

E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:

1. Any goods or services provided that do not fall within the attached *Scope of Work*;
2. Any goods or services that fall within the attached *Scope of Work*, but that such payment by the County would supplant current available, or projected, funding for those goods or services;
3. Any goods or services that fall within the attached *Scope of Work*, but that such payment can be made through a third party program or insurance provider; or
4. Any costs or expenses in excess to the amount of funding allocated to the Subrecipient pursuant to this Agreement and the Federal Award.

Section 8. Progress Reporting.

A. The Subrecipient shall regularly submit completed *Performance Measure Reports*, a template of which is attached to this Agreement as “**Exhibit D**”, that details the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Work*.

B. Unless otherwise specified in the *Scope of Work*, *Performance Measure Reports* shall be submitted to the County on a quarterly basis by the 15th of the month following the reporting quarter's end.

C. Failure to provide the required *Performance Measure Reports* in accordance with this Section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

Section 9. Maintenance, Retention, Access to Records, and Public Records.

A. The Subrecipient acknowledges that the Subrecipient, and its subcontractors that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.
3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring and evaluation. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("Relevant Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
6. The Subrecipient shall permit the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. If the *Scope of Work* is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.
8. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient – by execution hereof – certifies to the County that it shall comply with 2 C.F.R. 200.305(b)(1) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 C.F.R. 200.305 (b) subparagraphs (7), (8), and (9), and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by Florida Statute.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.

- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

- 2. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, the following applies: Each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 10. Audit Requirements.

A. **County Comptroller Audits.** The County, the Comptroller of Orange County (the "Comptroller"), or the designee of either, shall perform program and financial monitoring periodically. A "Letter of Findings" shall be provided to the Subrecipient. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Comptroller, within thirty (30) days of the date of the "Letter of Findings". Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

B. **Compliance with Uniform Guidance.** The Subrecipient acknowledges that as a subrecipient of a federal award it will be held to the federal auditing requirements found in 2 C.F.R. Subpart F – Audit Requirements.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. **Authorization to Audit.** The County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit the Subrecipient's use of Subaward funds disbursed under this Agreement, from time to time, for compliance by the Subrecipient with the terms, conditions, and obligations set forth in this Agreement.

D. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 C.F.R. 200.514, unless the Subrecipient elects to have a program-specific audit in accordance with 2 C.F.R. 200.501(c).
2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) days after the close of the Subrecipient's fiscal year.

E. **Submission of Audits and Audited Financial Statements.**

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR 200.512, or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38

Orlando, Florida 32802

F. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

G. Failure to comply with any requirements in this Section shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Section 11. Return of Funds.

A. The Subrecipient shall reimburse the County for all unauthorized expenditures including, but not limited to, those specifically detailed in this Agreement.

1. The Subrecipient understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this contract which may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the County, the Subrecipient shall remit such funds that the County deemed disbursed in error to the County upon such receipt of the County's written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.
2. Should the Subrecipient fail to reimburse the County for any overpayment within forty-five (45) calendar days of the Subrecipient's receipt of notice from the County, the County may:
 - a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement; or
 - d. Hold the Subrecipient as not responsible when considering future awards.

Section 12. Termination for Convenience.

Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice – in writing – to the other party. If this Agreement is terminated by the County

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 13. Termination for Cause.

A. **Immediate Termination.** The County reserves the right to terminate this Agreement immediately if:

1. The Federal Awarding Agency (or its pass-through recipient, if applicable) terminates the Federal Award;
2. Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
3. The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
4. The Subrecipient files bankruptcy or otherwise becomes insolvent; or
5. The Subrecipient is determined to be ineligible to do business in the State of Florida.

B. **Opportunity to Cure.** The County reserves the right to terminate this Agreement for cause upon providing fourteen (14) calendar days notice if:

1. The County notifies the Subrecipient, and the Subrecipient fails to take corrective action to the satisfaction of the County within the time to cure provided within the County's notice or seven (7) calendar days of Subrecipient's receipt of such notice – whichever is greater, of:
 - a. The Subrecipient's unsatisfactory performance under this Agreement; or
 - b. A discrepancy in the Subrecipient's invoicing or record keeping.
2. The County determines – in its sole discretion – that the Subrecipient is unable to perform under this Agreement.

C. If this Agreement is terminated by the County as provided in this Agreement, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement.

Section 14. Indemnification, Insurance, Liability, and Independent Contractor.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

A. **Indemnification.** Subrecipient, a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions and agrees to be liable to the limits set forth in section 768.28, Florida Statutes for any damages proximately caused by said acts or omissions which may result in claims against the County. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, for either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Insurance.**

1. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
2. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this "Insurance" subsection.
3. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:
 - a. **Workers' Compensation** – The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached as **Exhibit "E."**
 - b. **Commercial General Liability** – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Subrecipient further agrees coverage shall not

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.
- c. **Sexual Abuse and Molestation Coverage** with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 - d. **Business Automobile Liability** – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Subrecipient does not own automobiles the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured –Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of the Orange County Board of County Commissioners.
 5. Insurance carriers providing coverage required in this “Insurance” subsection must be licensed to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
 6. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
 7. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above.
 8. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street
Orlando, FL 32801

9. If the Subrecipient is an agency or political subdivision of the State of Florida, the entirety of Section 14B1 through 8, and the requirement in Section 14B7 that copies of the additional insured and the waiver of subrogation endorsements be provided, are not applicable. However, those clauses do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

C. **Liability.** In no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and any individual(s) hired pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

Section 15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

C. Suspension and Debarment. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

1. The Subrecipient acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a “covered transaction” with a party listed on the System for Award Management (“SAM”) Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. § 180.530.
2. If the Subrecipient has not already done so, prior to the execution of this Agreement, the Subrecipient shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
3. Should the County inadvertently execute this Agreement without first confirming registration of the Subrecipient with SAM, it maintains the right to demand that the Subrecipient register for SAM as soon as that oversight is discovered.
4. The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Refuse to register for SAM;
 - b. Refuse to maintain an active registration with SAM;
 - c. Be added to the SAM Exclusions list during the course of its performance under this Agreement; or
 - d. Fail to notify the County of any change in its status under the SAM system.
5. The Subrecipient is required to verify that the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
6. The Subrecipient shall comply with 2 C.F.R. pt. 180, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7. By executing this Agreement, the Subrecipient certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency (and its pass-through recipient if applicable) has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Section.

E. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

1. By executing this Agreement, the Subrecipient certifies that should it subcontract under this Agreement, it shall comply with all requirements of federal regulation 2 C.F.R. § 200.321. Moreover, in order to facilitate continued monitoring for compliance with 2 C.F.R. § 200.321, the Subrecipient must – at the County's request – be able to demonstrate that, for the duration of this Agreement, the Subrecipient:
 - a. Placed qualified small and minority businesses and women's business enterprises on its solicitation lists;
 - b. Assured that small and minority businesses and women's business enterprises were solicited whenever they were potential sources;
 - c. Divided the total requirements, when by its judgment as an expert in its field it was economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- d. Established delivery schedules, when necessary, which encouraged participation by small and minority businesses and women's business enterprises; and
 - e. Used the services and assistance of the Small Business Administration ("SBA") and the Minority Business Development Agency of the Department of Commerce to obtain the names of primary and replacement firms, when applicable.
2. The Subrecipient shall maintain all of the above documentation for future verification and provide copies of the same to the County upon request. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
 3. The Subrecipient understands that it may call the Orange County Business Development Division at (407) 836-7317 with any questions that it might have regarding this requirement.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient:
 - a. Shall file a "Certification Regarding Lobbying" attached to this Agreement as "**Exhibit F**" (if applicable);
 - b. Shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
 - c. Shall disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded to the Federal Awarding Agency (through its pass-through recipient if applicable).

G. Procurement of Recovered Materials.

1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) should it purchase:

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Subrecipient, when making purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts "1a" and "1b" of this Section.
4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 C.F.R. § 247.6 (Affirmative Procurement Programs).
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. **Clean Air Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office.
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

I. Federal Water Pollution Control Act. If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

J. Rights to Inventions Made Under this Agreement. If the Federal Award or this Agreement meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 C.F.R. § 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency.

K. Contract Work Hours and Safety Standards Act. If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Specifically:

1. **Overtime requirements.** No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in sub-section 1 of this Section, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency (or its pass-through recipient, when applicable) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 2 of this Section.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subsections 1 through 4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 1 through 4 of this Section.

L. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

M. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).**

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

Section 16. Federal Awarding Agency/Federal Recipient/Agreement Specific Terms.

- A. **Special Conditions.** Subrecipient must comply with all Special Conditions as applicable, for the US Department of Justice, Office of Justice Programs.
- B. **Reporting Potential Fraud, Waste and Abuse and Similar Misconduct.**
 1. The recipient and any subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that is principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.
 2. Potential fraud, waste, abuse or misconduct involving or relating to funds under this award should be reported to the OIG by –(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to : oig.hotline@usdoj.gov; and or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).
 3. **Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.**

Section 17. General Terms.

- A. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Subrecipient represents that the Subrecipient has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The Subrecipient agrees that, on written request, the Subrecipient shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Subrecipient shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Subrecipient agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

A. Compliance with the HIPAA Privacy and Security Rules and the Florida Information Protection Act.

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not protected health or personally identifiable information; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 C.F.R. § 165.514.
2. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

- b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Agreement, the Subrecipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is **not** engaged in a boycott of Israel.
3. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
 - a. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
6. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

7. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

C. Force Majeure.

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence.
2. That notwithstanding, in order to claim delay pursuant to this Section, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this Section is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this section for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. Nothing in this Section shall prevent the County from terminating this Agreement for any purpose otherwise explicitly stated in this Agreement.

D. Notices. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Health Services
Attention: Manager
2002A East Michigan Street
Orlando, Florida 32806

AND

Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, Florida 32801

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

To the Subrecipient: Orange County Sheriff's Office
Attention: Grants Manager
2500 West Colonial Drive
Orlando, Florida 32804

E. Employees of the Subrecipient.

1. All work under this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient, remove from this Agreement any employee the County deems incompetent, careless, or otherwise objectionable.
2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral cancellation of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Subrecipient during this Agreement's term; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during this Agreement's term.

F. Use of County and Subrecipient Logos. Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

G. Compliance with Laws. It shall be the Subrecipient's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Subrecipient shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Agreement and any extensions to this Agreement. The Subrecipient shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

H. Assignments and Successors. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

I. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

J. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

K. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

N. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

Q. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

R. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

T. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth in this Agreement, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

U. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

V. Conflicts. The terms of the Federal Award and this Agreement shall control over any conflicting terms in any referenced agreement or document. Should conflict arise between the Federal Award and this Agreement – the more restrictive language shall prevail.

W. Written Modification.

1. The cost of any changes, modifications, change orders, or and all constructive changes must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Work*. Accordingly, no modification of this Agreement shall be binding upon any party to this Agreement unless its

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

rationale is clearly documented, it is reduced to writing, and it is signed by a duly authorized representative of each party to this Agreement.

2. By execution of this Agreement, the parties hereby agree that the contents of **Exhibit "G"** ("Required Information for Federal Subawards") are excepted from this provision. The County may unilaterally make revisions to **Exhibit "G,"** that shall be binding upon the parties to this Agreement, so long as those revisions are based on:
 - a. The Federal Award's Notice of Award; or
 - b. An amendment or modification to the Federal Award or Notice of Award that is issued to the County by the Federal Awarding Agency (or the Federal Awarding Agency's pass-through entity, if applicable).
3. The County shall provide such revision to **Exhibit "G"** to the Subrecipient in a timely fashion.

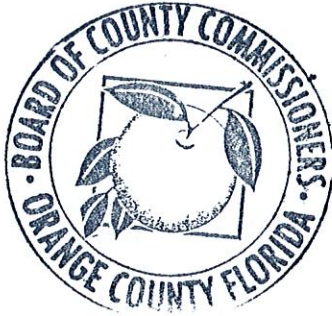
Section 18. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833

Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Bryan W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 18 June 2019

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Bruce
Deputy Clerk

ORANGE COUNTY SHERIFF'S OFFICE

By: John W. Mina

By: [Signature]
John W. Mina
Sheriff of Orange County

Date: 7-3-19

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

[Signature]
DATE: 7/1/2019



EXHIBIT "A"
Scope of Work

Contract Liaison for Subrecipient:

Tammy Miller, Grants Manager
Orange County Sheriff's Office
2500 W. Colonial Drive, Orlando, FL 32804
407-254-7269

The Subrecipient shall be responsible for:

The purchase of the following equipment has been approved by the US Department of Justice, Edward Byrne Memorial Grant. Procurement of equipment and supplies must meet the US Department of Justice, Edward Byrne Memorial federal grant guidelines and the federal procurement standards in 2 CFR Part 200. All equipment purchased through the grant must be properly tagged by the Subrecipient in a manner that relates back to this Agreement and shall be maintained on a property inventory checklist for review by the grantor annually. The Subrecipient will be responsible for tracking all training documentation and training completion certification of participants. All trainings must meet the US Department of Justice, Edward Byrne Memorial Grant guidelines.

Court Services/Communications - Equipment:

- Purchase a Key Trak Guardian System that utilizes fingerprint ID for Court Services/Communications.

Robbery Unit and Night Investigations Squad – Equipment

- Purchase of 36 Rifle Body Armor Plates and Carriers
- Purchase of 18 Velocity Systems modified LPAC

SWAT – Equipment

- Purchase of 100 Rifle Slings that provide consistent weapon operation during tactical deployment

Court Services/Communications – Equipment

- Purchase of 2 Gun Safes for Court Services/Communications Court Special Response Team
- Purchase of CAT Tourniquet and Holders for Court Services/Communications Court Special Response Team
- Purchase of Rifle Pouches, Goggles and Bullet Straps for Court Services/Communications Court Special Response Team

*Orange County, Florida and Orange County Sheriff's Office Sub-Recipient Agreement
Federal Award No. 2018-DJ-BX-0833
Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and Assistance*

Robbery, Auto Theft and Night Investigations Squad – Equipment:

- Purchase of 25 AR-15/M4 Short Barrel Rifles for the Robbery Division, Auto Theft Division and Night Investigations.
- Purchase of 16 Surefire X300U-A Rail Lock Weapon Light for the Night Investigations Unit.
- Purchase of 16 Aimpoint Micro T1 Red Dot Optic for the Night Investigations Unit.

Night Investigations – Equipment:

- Purchase of 10 Binoculars Vortex Optics Viper HD 10x50 for Robbery Detectives.
- Purchase of 10 Night Vision Monocular - ATN NVM14-WPT for Robbery Detectives.



EXHIBIT "B"
Budget

Expenditure	Budgeted Cost
1-Key Trak Guardian System	\$8,881
100-SWAT Rifle Slings	\$5,000
2-Gun Safes	\$1,799
12-CAT Tourniquet and Holders	\$576.76
12-Patrol Rifle Mag Pouches	\$444.56
12-Goggles	\$887.76
2- Bullet Clearing Straps	\$1,420
36-Rifle Armor Body Plates	\$18,900
18-Velocity Systems Modified LPAC	\$7,020
25-AR-15/M4 Short Barrel Rifles	\$57,139
16-Surefire X300U-A Rail Lock Weapon Light	\$4,784
16-Aimpoint Micro T1 Red Dot Optic	\$13,040
10-Binoculars Vortex Optics Viper HD 10x50	\$4,379.90
10-Night Vision Monocular - ATN NVM14-WPT	\$17,650
SUBTOTAL	\$141,922
Indirect Costs	\$0
TOTAL	\$141,922



EXHIBIT "C"
Invoice Form

Name of Reporting Individual: _____

Date of Invoice: _____ **Invoice #:** _____

Payable to: _____

Description of Equipment/Good and Services: _____

Total Invoice: _____

*** PLEASE ATTACH RECEIPT OF EQUIPMENT AND/OR GOODS AND SERVICES TO THIS DOCUMENT BEFORE SUBMITTING IT. ***

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

 Signature

 Date

 Print Name

 Official Title



EXHIBIT "D"
Performance Measure Report

Orange County Byrne Grant 2017
Quarterly Reporting Questions

Reporting Period: Quarterly

Due Date: 15th of the Month Following the End of the Quarter

Complete the following information quarterly for the program you are receiving funding. The information is required of each subaward and will be uploaded to the Bureau of Justice Performance Management System quarterly by the grantee..

Funding Source: Byrne Grant

Percent of Overall Program Funding : 100%

This JAG Award :100%

All Other Sources : _____

What type of agency is this report for?

Law Enforcement _____

Crime Lavatory/Forensics _____

Correctional Agency _____

Community Corrections Agency _____

Prosecutor's Office _____

Court _____

Local Government _____

State Government _____

College or University _____

Nonprofit or for-profit organization _____

Tribal Government _____

Other _____

Was this task force/program operational during the reporting period

Yes _____

No _____

What is the name of the program?

Enter Text: _____

What was the initiation year of this program/service, regardless of when it received JAG funding?

a. **Enter year :** _____

Are you or a partner conducting an evaluation of this program/service?

Yes _____

No _____



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

To the best of your knowledge, which of the following resources has your organization accessed this reporting period regardless of JAG funding? Check all that apply

- Crime Solutions.orgv ___
- BJA NTTAC ___
- NCJP.org___
- Evidence Based Policing Matrix___
- What Works in Reentry Clearinghouse ___
- Research to Practice___
- My organization did not access any of the following above resources this reporting period ___

During the reporting period has your agency conducted or sponsored a systematic survey of citizens on any of the following topics? Check all that apply.

- Public satisfaction with police services___
- Public satisfaction with prosecution services___
- Public satisfaction with public defender/indigent defense services___
- Public perceptions of crime/disorder problems___
- Public perception or experiences of citizens___
- None of the above surveys were conducted/sponsored in these topics___
- Unsure/Don't Know___

How often was your organization involved in the following community activities during the reporting period?

	Not Applicable	Don't Know	Daily	Weekly	Monthly	Quarterly
Hosted community meetings						
Attended community meetings, advisory boards, or roundtables						
Distributed a newsletter, email, or other bulletin						
Conducted social media activities (Facebook)						
Conducted outreach to minority populations (racial, ethnic, religious)						
Other						
If Other, please describe						

In the last year, which of the following activities for programs did your agency use to foster community involvement? Check all that apply.

- Citizen Review Board/other review board with citizen representation
- Citizens' Police Academy___
- Internships for university or high school students___



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

- Volunteer program _____
- Auxiliary police officer program _____
- K-12 school programs _____
- Youth programs _____
- None of the above _____
- Unsure/don't know _____
- Other _____

The following questions should be answered during the first reporting period and need only be answered this one time for this award. Once answered, you will not be asked to respond to these questions again for this award.

For each of the following training topics, please indicate if the training has been offered or required officers or recruits in your agency in the past calendar year. If offered/required, please indicate the mode of delivery, frequency and mode of documentation.

	Training Offered	Mode of Delivery	Training Frequency	Training Documentation
Use of Force				
De-escalation of conflict				
Racial and ethnic bias				
Gender bias				
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals				
Community engagement (community policing and problem solving)				

For each of the following training topics, for the last calendar year please indicate the number of officers/recruits who attended the training and the length of the course in hours. Count each officer/recruit only once per training topic, regardless of how many times he/she attended the training.

	Number of Officers Trained	Length of Course
Use of Force		
De-escalation of conflict		
Racial and ethnic bias		
Gender bias		
Bias toward lesbian, gay, bisexual and/or transgendered (LGBT) individuals		
Community engagement (community policing and problem solving)		

What Type of Crime/Problem does your program focus on? Please be specific as possible.

- Violent Crime Problems
- All violent crime in the jurisdiction _____



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

- Homicide_____
- Human Trafficking_____
- Domestic Violence _____
- Child Abuse_____
- Child pornography_____
- Sexual assault _____
- Terrorism_____

Property Crime Problems

- All property crime in the jurisdiction_____
- Auto Theft_____
- Burglary_____

Societal Crimes/Problems

- Drug crime (street drugs)_____
- Prescription drug crime_____
- Disorderly/quality of life incidents_____
- Prostitution_____
- Cybercrime _____
- White Collar Crime_____
- Healthcare Fraud_____
- Status offenses (truancy, underage drinking)_____

General Crimes Problems

- Hate Crime_____
- Gun Crime_____
- Traffic/auto violations/crashes_____
- All crime in the jurisdiction_____
- Other_____

What is the primary target area of the program

- Specific landmark, neighborhood or place (shopping mall, park, movie theatre that have a large problem)_____
- Hot spots (a number of blocks or street segments that have been identified as experiencing a disproportion share of the jurisdiction's problem)_____
- Entire jurisdiction_____
- Multi-jurisdiction/cross jurisdiction_____

How often was your organization involved in the following community activities during the reporting period.

Conducted analysis to better understand a problem, program progress or to inform decision making in regard to your program service

- Not Applicable_____
- Don't Know_____



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Tracked activity, progress or performance using a database or spreadsheet

- Not Applicable_____
- Don't Know_____
- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Utilized directed hotspot patrol

- Not Applicable_____
- Don't Know_____
- Daily_____
- Weekly_____
- Monthly_____
- Quarterly_____

Conducted public outreach(contact potential victims, focused media outreach)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Conducted community engagement (chief's roundtables, community advisory boards)

- Not Applicable
- Don't Know
- Daily
- Weekly
- Monthly
- Quarterly

Engaged in community problem solving (partnerships with businesses, faith-based institutions, community groups)

- Not Applicable
- Don't Know
- Daily



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

- Weekly
- Monthly
- Quarterly

For the measures tracked quarterly, please indicated is it increased, stayed the same or decreased during the reporting period as compared to the previous 3-month quarter.

General/all Crime

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Specific crime (s)

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citizen complaints

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Officer reported use of force

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Number of individuals who received direct services

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Citations in lieu of arrest

- Na/Not Tracked
- Decreased
- Stayed Same
- Increased

Other Metrics

How many criminal groups were disrupted under your program during the reporting period

Enter Quantity -Disrupted _____

Enter Quantity- Dismantled _____



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

During the reporting period, did you seize any firearms as part of your JAG-funded program or task force?

Yes

No

Did your program or task force file any state or federal asset forfeiture cases during the reporting period?

Yes

No

During the reporting period did you expend any JAG funds on equipment, supplies or technology enhancements?

Yes

No

Please describe all other equipment, supplies, or technology advancements purchased during the reporting period.

Consultants/Contracts

Please describe what consultants and/or contracts were paid for with JAG funds during the reporting period. Please include names, titles, and areas of expertise where applicable.

During the reporting period, did you expend any JAG funds on attending and hosting or developing training?

Yes

No

Please describe any other use of JAG funds during the reporting period

During the reporting period, did your program have any partnerships with outside entities, groups, organizations or programs? If yes, how would you rate the following partners based on this statement "This partner is actively involved in the program" (please check).

	Agree or Disagree	Agree	Strongly Agree	N/A	Disagree	Neither
State leadership (e.g., governor's office)						
Tribal leadership						
Local leadership (e.g., mayor's office)						
Federal law enforcement agencies						
State law enforcement agencies						
Local law enforcement agencies						
Victim services						
Pretrial service organizations						
U.S. Attorney's Office						
Prosecution						



HEALTH SERVICES DIVISION
Federal Award No. 2018-DJ-BX-0833
County Contract No. _____

Public defense								
Courts								
Community corrections (probation/parole)								
Corrections								
Health care providers								
Mental health care providers								
Substance use disorder treatment providers								
Child protective services								
Community-based service providers (e.g., housing, employment)								
Community groups (e.g., neighborhood watch, community center)								
Lived experience mentors								
Faith-based organizations								
Subject matter experts								
Foundations/Philanthropic organizations								
Researcher, evaluator, or Statistical Analysis Center (SAC)								
Training and technical assistance provider(s)								
Tribal criminal justice agencies								
Businesses								
K-12 schools								
Public services (e.g., trash collection, public works)								



EXHIBIT "E"
Leased Employee Affidavit

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



EXHIBIT "F"
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Applicant's Organization: _____

*Printed Name and Title of Authorized Representative

Prefix: _____ *First Name: _____ Middle Name: _____

*Last Name: _____ Suffix: _____

*Title: _____

*Signature: _____ Date: _____



Required Information for Federal Subawards

Federal Regulation Requirement 2 C.F.R. § 200.331(1)(a)...	Subaward-Specific Information
(i) Subrecipient Name:	Orange County Sherriff's Office (the "Subrecipient").
(ii) Subrecipient DUNS® Number:	799554519
(iii) Federal Award Identification Number:	2018-DJ-BX-0833
(iv) Federal Award Date:	10/01/2018
(v) Subward Period of Performance Start and End Date	See Section 3.
(vi) Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient:	\$141,922
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including the current obligation:	\$141,922
(viii) Total Amount of the Federal Award committed to the subrecipient by the passthrough entity:	\$0
(ix) Federal award project description:	Funding for Law Enforcement Equipment Purchases for Court Services and First Responders.
(x) Federal awarding agency:	U.S. Department of Justice ("DOJ")
Passthrough entity:	Orange County, Florida
(x) Contact information for awarding official of the passthrough entity:	Manager, Orange County Procurement Division; 400 East South Street, 2nd Floor, Orlando, Florida 32801; (407) 836-5664.
(xi) CFDA Number:	16.738
(xi) CFDA Name:	Edward Byrne Memorial Justice Assistance Grant Program
(xi) Dollar amount made available to passthrough entity under Federal Award:	\$394,984
(xii) Identification of whether the award is R&D:	No. N/A
(xiii) Indirect cost rate for the Federal award:	No. N/A