

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

Joseph Spataro PL-01 The Capitol Tallahassee, FL 32399-1050 Phone (813) 267-2544 Fax (850) 487-2564 http://www.myfloridalegal.com

September 10, 2024

Ms. Constance Stanley, Chief of Police Lauderhill Police Department 6279 W Oakland Park Blvd. Lauderhill, Florida 33313-1200

Dear Chief Stanley:

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

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

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

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

Sincerely,

Joseph Spataro

Associate Deputy Attorney General

#### FY 2024/2025

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

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

#### **AND**

# Lauderhill Police Department

GRANT NO: VOCA-C-2024-Lauderhill Police Department-00049

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

## CTVKENG"30""ENGAGEMENT OF THE PROVIDER

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

## CTVKENG"40""SCOPE OF WORK

#### CTVKENG"50""TIME OF PERFORMANCE

## CTVKENG"60""GRANT FUNDS

""""""Vjg"Rtqxkfgt" y knn"pqv"eq o o kping" i tcpv"hwpfu"\*rc{ o gpvu"cpf"tgk o dwtug o gpvu" o cfg"wpfgt"vjku"Citgg o gpv+'

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Providerøs accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be wug f"vq"uwr rqtv"cpqv j gt0"" Y j gp"v j g"Rtqxk f gt)u"gzkuvkp i "ceeqwpvkp i "u {uvg o "ecppqv"eq o rn { "y kv j "v j ku"tgswktg o gpv." the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

#### CTVKENG"70""FINANCIAL CONSEQUENCES

that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth kp"vjku"rctcitcrj0""Vjg"Rtqxkfgt"ykm"dg"jgnf"tgurqpukdng"hqt" ockpvckpkpi"c"xkevk o "ugtxkegu"rtqitco"vjcv"ykm"dg" available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG kp"ytkvkpi0""kh"vjg"Rtqxkfgt"fqgu"pqv" ockpvckp"c"xkevko"ugtxkegu"rtqitco"vjcv"ykm"dg"cxckncdng"vq"rtqxkfg"fktgev" services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as fgvgt okpgf"d{"vjg"QC I 0""Vjg"rtqxkukqpu"kp"vjku"Ctvkeng"fq"pqv"nk okv"vjg"QC I øs rights under the law with regard to breach of this agreement or specified termination provisions.

#### CTVKENG"80""REGISTRATION REQUIREMENTS

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

Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJøs Office of Justice Programs), and to acquire and provide a Wpkswg"Gpvkv{"Kfgpvkhkgt"\*WGK+0""Vjg"Rtqxkfgt"yknn"eqorn{"ykvj"crrnkecdng"tguvtkevkqpu"qp"uwdeqpvtcevqtu"vjcv"fq" pqv"ceswktg"cpf"rtqxkfg"c"WGK"pwodgt0""Vjg"fgvcknu"qh"Rtqxkfgt"qdnkicvkqpu"ctg"rquvgf"qp"vjg"Qhhkeg"qh"Lwuvkeg" Programsø"website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award

Ocpcigogpv"cpf"Wpkxgtucn"Kfgpvkhkgt"Tgswktgogpvu+"cpf"ctg"kpeqtrqtcvgf"d{"tghgtgpeg0""Vjku"urgekcn"eqpfkvkqp" does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### ARTICLE 7. W-9 REQUIREMENT

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

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

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

## ARTICLE 9. <u>AUTHORIZED EXPENDITURES</u>

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or cp"c o gpfgf"dwfigv"crrtqxgf"d{"vjg"QCI"ctg"gnkikdng"hqt"tgk o dwtug o gpv" y kvj"i tcpv"hwpfu0""Cp{"tgswguvgf" modification to the budget must be submitted by the Provider in writing to the OAG and will require prior crrtqxcn"d{"vjg"QCI0""Dwfigv" o qfkhkecvkqp"crrtqxcn"ku"cv"vjg"uqng"fkuetgvkqp"qh"vjg"QCI0""Cp{"itcpv"hwpfu" reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of XQEC."56"W0U0E0"È"42325."Etk o g"Xkevk o "Cuukuvcpeg."4: "E0H0T0"ÈÈ; 60323"vjtqwij"; 60344."vjg"hgfgtcn" iqxgtp o gpv/ykfg"itcpv"twngu"cu"ugv"hqtvj"kp"vjg"4"E0H0T0"È\*422."cpf"vjg"FQL."Qhhkeg"qh"Lwuvkeg"Rtqitcou."FQL" Hkpcpekcn"I wkfg.""cpf"cp{"qvjgt"tgiwncvkqpu"qt"iwkfgnkpgu"ewttgpvn{"qt"uwdugswgpvn{"tgswktgf"d{"vjg"FQL"cpf"uvcvg" or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

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

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

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

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

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination fcvg"qh"vjku"Citggogpv0""Kh"vjg"Rtqxkfgt"ku"c"wpkv"qh"nqecn"qt"uvcvg"iqxgtpogpv."vjg"Rtqxkfgt"owvv"hqmqy"vjg" ytkwgp"rwtejcukpi"rtqegfwtgu"qh"vjcv"iqxgtpogpvcn"cigpe{"qt"wpkv0""Kh"vjg"Rtqxkfgt"ku"c"pqp/rtqhkv"qticpk|cvkqp." the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or kp"gzeguu"qh"&4.722"wpnguu"kv"ku"fqewogpvgf"vjcv"vjg"xgpfqt"ku"c"uqng"uqwteg"uwrrnkgt0""Vjg"Rtqxkfgt"ykmn"wug"vjg" lowest quote for the purchase.

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

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

#### ARTICLE 10. PROGRAM INCOME

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#### ARTICLE 11. AMOUNT OF FUNDS

 $\label{eq:continuity} \begin{tabular}{ll} $""C0"""""Total Funds < """""Vjg"QCI"yknn"tgk odwtug"vjg"Rtqxkfgt"hqt"eqpvtcevwcn"ugtxkegu"qt"cxckncdknkv{"vq" provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in ceeqtfcpeg"ykvj"vjg"vgtou"cpf"eqpfkvkqpu"qh"vjku"Citggogpv0""Vjg"vqvcn"uwo"qh"oqpkgu"cxckncdng"hqt" reimbursement to the Provider for services provided will not exceed $166,488.00. \end{tabular}$ 

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

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

## ARTICLE 12. METHOD OF PAYMENT

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$G0""""""""Notice\ of\ Investigation \\ <""Vjg"Rtqxkfgt"ku"tgswktgf"vq"kphqt\ o\ "vjg"QC\ I\ "kh"vjg{"ctg"dgkpi"kpxguvkicvgfd{"ctg"dgkpi"kpxguvkic$
$H0"""""""" \underline{Maintenance\ and\ Submission\ of\ Reports} < ""Vjg"Rtqxkfgt"\ y\ km"\ o\ ckpvckp"cpf"vk\ o\ gn\{"uwd\ o\ kv"uwej"\ progress,\ fiscal,\ inventory,\ and\ other\ reports\ as\ the\ OAG\ may\ require\ pertaining\ to\ this\ grant.$
""""""""""""""Matching Grant Award \"Vjg"Rtqxkfgt"ku"tgswktgf"vq" o cvej "vjg" i tcpv"cyctf"cu"tgswktgf"kp"vjg"twngu' implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the QCI0""Cnn"hwpfu"fgukipcvgf"cu" o cvej "eqpvtkdwvkqpu"ctg"tguvtkevgf"kp"vjg"uc o g" o cppgt"cpf"vq"dg"gzrgpfgf"hqt"vjg" uc o g"wugu"cu"vjg"XQEC"xkevk o "cuukuvcpeg" i tcpv"hwpfu"cpf" o wuv"dg"gzrgpfgf" y kvjkp"vjg" i tcpv"rgtkqf0""Wpnguu" otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

for the approval and inspection of goods or services.

ARTICLE 13. <u>VENDOR OMBUDSMAN</u>

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who oc{"jcxg"rtqdng ou"qdvckpkpi"vkogn{"rc{ogpvu"htqo"uvcvg"cigpekgu0""Vjg"Xgpfqt"Qodwfuocp"oc{"dg"tgcejgf"cv" (850) 413-5516.

#### ARTICLE 14. LIABILITY AND ACCOUNTABILITY

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

## ARTICLE 15. <u>INDEPENDENT CONTRACTOR</u>

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

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

#### ARTICLE 16. DOCUMENTATION, RECORD RETENTION

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

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

vjg"rwtrqug"qh"vjg"itcpv"cu"cwvjqtk|gf"kp"vjg"qtkikpcn"crrtqxgf"itcpv"crrnkecvkqp"cpf"qt"vjg"cogpfogpvu"vjgtgvq0"" Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

## ARTICLE 17. PUBLIC RECORDS

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

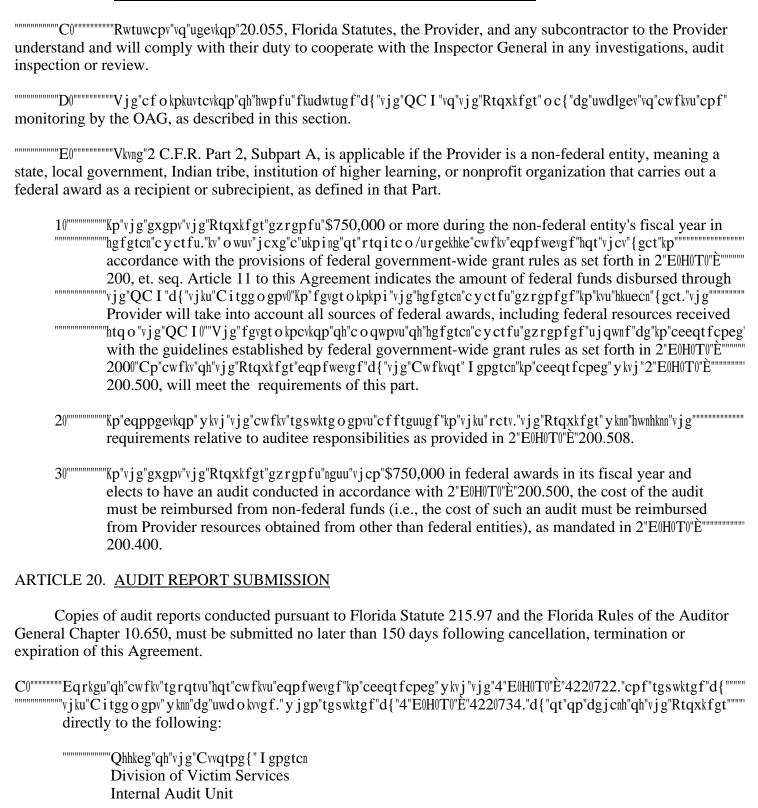
If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable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

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

ARTICLE 18. PROPERTY

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

## ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL



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

InternalAuditUnit@myfloridalegal.com

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E0"""""Rtqxkfgtu"ujqwnf"kpfkecvg"vjg"fcvg"vjg"hkpcpekcn"tgrqtvkpi"rcemcig"ycu"fgnkxgtgf"kp"eqttgurqpfgpeg" accompanying the financial reporting package.

## ARTICLE 21. MONITORING

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

#### ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or fkucnnq y gf"kvg o u"rwtuwcpv"vq"vjg"vgt o u"cpf"eqpfkvkqpu"qh"vjku"Citgg o gpv0""Kp"vjg"gxgpv"vjg"Rtqxkfgt"qt"cp{"qwvukfg' accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Rtqxkfgt"yknn"hqtvjykvj"tgvwtp"vjg"hwpfu"vq"vjg"QCI0""Ujqwnf"vjg"Rtqxkfgt"hckn"vq"koogfkcvgn{"tgkodwtug"vjg"QCI" for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the coqwpv"qh"vjg"qxgtrc{ogpv"qt"qwvuvcpfkpi"dcncpeg"vjgtgqh0""Kpvgtguv"yknn"ceetwg"htqo"vjg"fcvg"qh"vjg"Rtqxkfgtøs initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

#### ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on rgtuqpu"eqpxkevgf"qh"rwdnke"gpvkv{"etk o gu"vq"vtcpucev"dwukpguu" y kvj "vj g"QC I <"" Y j gp"c"rgtuqp"qt"chhknkcvg" j cu"dggp" placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal

or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor <code>nkuv0""Vjg"Rtqxkfgt"egtvkhkgu"vjcv"pgkvjgt"kv"pqt"cp{"chhknkcvg"jcu"dggp"rncegf"qp"uwej"eqpxkevgf"xgpfqt"nkuv"cpf"ykm" notify the OAG within five days of its, or any of its affiliates, placement thereon.</code>

#### **ARTICLE 24. GRATUITIES**

 $Tjg"Rtqxkfgt"yknn"pqv"qhhgt"qt"ikxg"cp{"ikhv"qt"cp{"hqto"qh"eqorgpucvkqp"vq"cp{"QCI"gornq{gg0""Cu"rctv"qh"eqorgbucvkqp"vq"cp{"QCI"gornq{gg0""Cu"rctv"qh"eqorgbucvkqp"vq"cp{"QCI"gornq{gg0""Cu"rctv"qh"eqorgbucvkqp"vq"vjg"QCI."cp{"xkqncvkqp"qh"vjku"rtqxkukqp"yknn"result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an crrtqrtkcvg"rgtkqf0""Vjg"Rtqxkfgt"yknn"gpuwtg"vjcv"kvu"uwdeqpvtcevqtu."kh"cp{."eqorn{"ykvj"vjgug"rtqxkukqpu0}}$ 

## ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

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

# ARTICLE 26. <u>IDEMNIFICATION AND ASSUMPTION OF LIABILITY</u>

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorneyøs fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the rgthqt o cpeg"qt"qrgtcvkqp"qh"vjku"Citgg o gpv"qt"cp{"uwdugswgpv" o qfkhkecvkqpu"qt"gzvgpukqpu"vjgtgqh\(\theta\)""""Vjg" Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to

kpfg o pkh {"vjg"QC I "ykvjkp"ugxgp"fc {u"chvgt"pqvkeg"d {"vjg"QC I 0""Vjg"Rtqxkfgt" ykm"rc {"cm"equvu"cpf"hggu" including attorneyøs fees related to these obligations and their enforcement by the OAG. The OAGøs failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for cp{"enck o u."uwkvu."lwfiogpvu."qt"fcocigu"ctkukpi"uqngn{"htqo"vjg"pginkigpv"cevu"qh"vjg"QC I 0""Vjg"Rtqxkfgt" ykm" assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Providerøs services.

BCH9. "H\Y]bXYa b]ZJWJh]cb dfcj ]g]cbgcZh\]g5fh]WYUfYbchUdd`]WU\YhcYbh]h]Yg]XYbh]ZJYX]b section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

# ARTICLE 27. TERMINATION

""C0""<u>Termination at Will</u><""Vjku"Citggogpv"oc{"dg"vgtokpcvgf"d{"vjg"QCI"hqt"cp{"tgcuqp"wrqp"hkxg"fc{u" written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

D0""<u>Termination for Non-Appropriation or Lack of Funds</u>: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

"""""F0""Pqvykvjuvcpfkpi"vjg"cdqxg."vjg"Rtqxkfgt"ykm"pqv"dg"tgnkgxgf"qh"nkcdknkv{"vq"vjg"QCI"hqt"fcocigu" sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

# ARTICLE 28. AMENDMENTS

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

## ARTICLE 29. NONDISCRIMINATION

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

Fed. Reg. 241).
against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, uwdeqpvtcevqtu."uwd/itcpvggu."qt"qvjgtu"vjcv"vjg"Rtqxkfgt"gpicigu"vq"rtqxkfg"ugtxkegu"qt"dgpghkvu"vq"enkgpvu"qt" employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
"""""""""""""""""""""""""""""""""""""
""""""""""""""""""""""""""""""""""""""
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Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of nk o kvg f"Gp i nku j" rtqhkekgpe {"*NGR+0""Vq"gpuwtg"eq o rnkcpeg" y kv j "v j g"Uchg"Uvtggvu"Cev"cp f"Vkvng"XK"qh"v j g"Ekxkn" Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access vq"kvu"rtqitcou"cpf"cevkxkvkgu0""Ogcpkpihwn"ceeguu"oc{"gpvckn"rtqxkfkpi"ncpiwcig"cuukuvcpeg"ugtxkegu."kpenwfkpi"qtcn"cpf"y tkvvgp"vtcpuncvkqp."y j gtg"pgeguuct{0""Vjg"Rtqxkfgt"ku"gpeqwtcigf"vq"eqpukfgt"vjg"pggf"hqt"ncpiwcig"services for LEP persons served or encountered both in developing its budgets and in conducting its programs cpf"cevkxkvkgu0""Cffkvkqpcn"cuukuvcpeg"cpf"kphqtocvkqp"tgictfkpi"{qwt"NGR"qdnkicvkqpu"ecp"dg"hqwpf"cv"http://www.lep.gov.
"""""""""""""""""""""""""""""""""""""
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eqpxkevkqp"tgeqtfu"kp" o cmkpi"jktkpi"fgekukqpu0""Ugg"Cfxkuqt{"hqt"Tgekrkgpvu"qh"Hkpcpekcn"Cuukuvcpeg"htqo"vjg" U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at <a href="http://ojp.gov/about/ocr/pdfs/UseofConviction Advisory.pdf">http://ojp.gov/about/ocr/pdfs/UseofConviction Advisory.pdf</a>0""Tgekrkgpvu" should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in wpnc y hwn"g o rnq{ogpv"fkuetkokpvvqp0""Kh"ycttcpvgf."tgekrkgpvu"ujqwnf"cnuq"kpeqtrqtcvg"cp"cpcn{uku"qh"vjg"wug"qh"arrest and conviction records in their Equal Employment Opportunity Plans.

## ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or dgpghkvkpi"htqo+"rtqitcou"vjcv"ctg"hwpfgf"d{"vjqug"ucog"hgfgtcn"hwpfu0""Cu"cp"gzcorng."rtqxkfgf"d{"vjg"Qhhkeg" for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA rtqitco0""Vjku"ucog"rtqvgevkqp"cnuq"crrnkgu"vq"vjg"uvwfgpvu)"rctgpvu"qt"ngicn"iwctfkcpu0

## ARTICLE 31. ACKNOWLEDGEMENTS

- A.------"Cnn"rwdnkecvkqpu."cfxgtvkukpi."qt"ytkvvgp"fguetkrvkqpu"qh"vjg"urqpuqtujkr"qh"vjg"rtqitco"yknn"uvcvg<" "This project was supported by Award No. VOCA-C-2024-Lauderhill Police Department-00049 awarded by the Qhhkeg"hqt"Xkevkou"qh"Etkog."Qhhkeg"qh"Lwuvkeg"Rtqitcou0""Urqpuqtgf"d{"\*Lauderhill Police Department) and the state of Florida."
- B.——The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the <code>igpgtcn"vgzv"qh"vjg"fqew o gpv0""Vjg"hwm"ekxkn"tkijvu"uvcvg o gpv" o wuv"dg"wugf" y jgpgxgt"rquukdng0""Ukping"rcig" documents that do not have space for the full civil rights statement may contain a condensed version in a print uk|g"pq"u o cmgt"vjcp"vjg"vgzv"wugf"vjtqwijqwv"vjg"fqew o gpv0""Kh"vjg"ekxkn"tkijvu"uvcvg o gpv"ku" o kuukpi "qp"c" publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.</code>
- C.——Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <a href="https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint">https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint</a>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).
- D.——<u>Condensed Civil Rights Statement "Vjg"</u>Lauderhill Police Department is an equal opportunity provider and employer.
- E.——The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the rwdnke0""Vjg"\$Ekxkn"Tkijvu"Hcev"Ujggv\$"ykm"dg"ocfg"cxckncdng"vq"vjg"Rtqxkfgt"xkc"vjg"QCI"G/Itcpvu"Ocpcigogpv" System.

#### ARTICLE 32. EMPLOYMENT

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

#### ARTICLE 33. NO THIRD-PARTY RIGHTS

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

## ARTICLE 34. ADMINISTRATION OF AGREEMENT

- $B.\hbox{\tt $^{"}$Vjg$\tt $QC$ I)$u$\tt $^{"}$eqpvtcev$\tt $^{"}$cfokpkuvtcvqt$\tt $^{"}$ku$\tt $Ej$tkuvkpc$\tt $^{"}$H0$\tt $^{"}$Jcttku.$\tt $^{"}$Ejkgh.$\tt $^{"}$Dwtgcw$\tt $^{"}$qh$\tt $^{"}$Cfxqece{\tt $^{"}$cpf$\tt $^{"}$Itcpvu$\tt $^{"}$Management.}$ 
  - C.——The Providerøs contract administrator will be provided at the time of execution.

## ARTICLE 35. CONTROLLING LAW AND VENUE

 $Tjku"Citggogpv"yknn"dg"iqxgtpgf"d{"vjg"ncyu"qh"vjg"uvcvg"qh"Hnqtkfc0""Cnn"nkvkicvkqp"ctkukpi"wpfgt"vjku"} Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.$ 

#### ARTICLE 36. ANTI-HUMAN TRAFFICKING AFFIDAVIT

#### ARTICLE 37. ENTIRE AGREEMENT

This Agreement and the Providerøs approved 2024-2025 grant application in the E-Grants Management U { uvg o . "g o dq f { "vjg "gpvktg"citgg o gpv"qh"vjg "rctvkgu0""Vjgtg"ctg"pq"rtqxkukqpu. "vgt o u. "eqp fkvkqpu."qt"qdnk i cvkqpu"

qvjgt"vjcp"vjqug"eqpvckpgf"jgtgkp0""Vjku"Citggogpv"uwrgtugfgu"cnn"rtgxkqwu"eqoowpkecvkqpu."tgrtgugpvcvkqpu"q1
citggogpvu"qp"vjku"ucog"uwdlgev."xgtdcn"qt" y tkvvgp."dgvyggp"vjg"rctvkgu0""Vjgtg"ctg"pq"tgrtgugpvcvkqpu"qt"
statements that are relied upon by the parties that are not expressly set forth herein.

Page 15 of 17

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Lauderhill Police Department have executed this agreement.	at,
Constance Stanley aaaaaaaaaaaaaaaaaaaaaaa""""""""""""""	
aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	
Rtkpv"Pcog	
Oct 16, 2024 adadadadadadadaaaaaaaaaaaaaaaaaaaaaaa	
$\operatorname{Fevg}^{""""""""""""""""""""""""""""""""""""$	
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aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	
aaaaaaaaaaaaaaaaaaaaaaaa <sup>*****</sup> *********	
aaaaaaaaaaaaaaaaaaaaaa" Authorizing Official*	
Print Name	
Date	
10/16/2024	
FEID# of Provider	
Flair Code	

<sup>\*</sup> Provided for use if multiple signatures are required by your organization.

# Office of the Attorney General Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	General	of the Attorney Victims of Crime Act Grant	2024-2025	
Subrecipient Name and Address	OAG Grant Nu	ımber		
Lauderhill Police Department 6279 W Oakland Park Blvd Broward County, Florida 33313-1200	VOCA-C-2024-Lauderhill Police Department-00049			
Subrecipient UEI Number MYSFHQL3UMR8	Project Period	Project Period: From 10/1/2024 To 9/30/2025		
Subrecipient IRS/Vendor/FEIN Number 59-6044104	Budget Period: From 10/1/2024 To 9/30/2025			
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/1/2024		Award is R&D (Y/N) No	
Previous Award Amount \$0.00	Amount of this Award \$166,488.00		Total Award \$166,488.00	
Special Conditions The above grant project is approved to such cond General contract.	itions or limitatio	ns as are set forth in the C	Office of the Attorney	
Catalog of Domestic Federal Assistance (CFDA Num 16.575 - Crime Victim Assistance	nber)			
Summary Description of Project This grant award provides funds from the Crime Victims of Crime Act (VOCA) assistance funds an public agencies and/or local, not-for-profit organization.	re typically com	petitively awarded by th	ne Office of the Attorney General to	
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date 2020-2021: From 10/1/2019 to 9/30/2025 2021-2022: From 10/1/2020 to 9/30/2025		
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021		OVC Total Award to OAG \$106,717,018 \$66,670,292		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact <a href="mailto:contact.voca@myfloridalegal.com">contact.voca@myfloridalegal.com</a> (850) 414-3380		
Classic CAC Acatheral land Official Date		Signature, Agency Exec	utive Director Date	
Signature, OAG Authorizing Official, Date Oct		Constance Stanley	ative bil cotor, bate	