SUBAWARD AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
LUTHERAN SERVICES FLORIDA, INC.
FOR
COPS COMMUNITY POLICING DEVELOPMENT CRISIS INTERVENTION TEAMS PROGRAM

THIS SUBAWARD AGREEMENT for the COPS Community Policing Development Crisis Intervention Teams Program (the "CIT") is made and entered into effective as of _____, 2022 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation in Duval County, Florida (the "City"), and **LUTHERAN SERVICES FLORIDA, INC.,** a Florida nonprofit corporation (the "Subgrantee").

RECITALS:

WHEREAS, the City has been awarded a grant by the U.S. Department of Justice, Office of Justice Programs, Office of Community Oriented Policing, Federal Grant Award No. 15JCOPS-21-GG-02310-SPPS (the "Grant"), for the CIT, which supports law enforcement agencies in the creation or expansion of the use of crisis intervention teams to embed mental and behavioral health services with law enforcement to better respond to individuals in crisis in the community; and

WHEREAS, said Grant authorizes City to enter into a subaward agreement when City has included a sufficiently detailed description and justification of the proposed subaward in its grant application as approved by the Office of Justice Programs ("OJP"); and

WHEREAS, OJP has approved this Subaward Agreement (the "Agreement") between City and Subgrantee; and

WHEREAS, it is in the best interests of City to enter into said Agreement with Subgrantee for the administration of a portion of said Grant; and

WHEREAS, pursuant to the approval set forth in Ordinance 2021-___-E, the City hereby engages the services of Subgrantee to administer and implement a portion of the Grant for the CIT;

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

ARTICLE 0
(Incorporation by Reference)

0.1 The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

0.2. Any exhibit or attachment to this Agreement that is referenced in this Agreement is made a part of hereof and incorporated herein by this reference.

ARTICLE I
(Supervision)

1. Subgrantee agrees to perform the required services for the CIT under the general coordination of the Jacksonville Sheriff's Office ("JSO"). The JSO contact and address (for notices) is:

Scarlet Tompkins _____
Grant Coordinator_____
501 E. Bay Street_____
Jacksonville, Florida 32202
Phone: (904) 630-7490 Fax: (904) 630-2772 E-mail scarlet.tompkins@jaxsheriff.org

ARTICLE II
(Scope of Services)

2.1 Subgrantee agrees to perform the services for CIT as described in **Exhibit A** (the "Services"), attached hereto and made a part hereof by this reference. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the CIT, then they shall be deemed implied by and included within the Services.

2.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Agreement, the Subgrantee shall use the funds in a manner consistent with all applicable and governing federal, state, and local laws, rules, regulations and policies, as amended from time to time, during the term of this Agreement, including without limitation, all laws, rules, regulations and policies in the Special Conditions of the Grant, attached hereto as **Exhibit B** and made a part hereof by this reference. Additionally, Subgrantee represents and warrants to the City that it has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Ordinance Code*.

ARTICLE III
(Funding)

3.1 Subgrantee shall submit invoices for payment or reimbursement on an "as incurred" basis.

3.2 The maximum indebtedness of City for all Services for the CIT pursuant to this Agreement shall not exceed the sum of **TWO-HUNDRED-FORTY-SIX-THOUSAND-FORTY-FOUR AND 00/100 DOLLARS ($246,044.00).**

ARTICLE IV
(Reporting)

4.1 By the 15th day of every month during the term of this Agreement, Subgrantee shall provide City with a report showing all activities, including a narrative summary of any progress, and a financial statement showing all expenditures appurtenant to the CIT. A copy of the monthly reporting forms are attached hereto as **Exhibit C** and incorporated herein by this reference.

4.2 Subgrantee shall provide City with additional CIT information as may be requested by City from time to time, in form and content acceptable to City.

ARTICLE V
(Indemnification; Insurance)

5.1 Subgrantee shall indemnify City as set forth in **Exhibit D**.

5.2 Subgrantee shall procure and maintain for the life of this Agreement the insurance coverages set forth in **Exhibit E**.

ARTICLE VI

(Agreement Period and Termination)

6.1 This Agreement shall commence as of the Effective Date and terminate on August 31, 2023, unless terminated sooner with or without cause, by either party by giving thirty (30) days' prior written notice of such termination. The Agreement may be extended by a term of no more than twelve (12) months. Extensions must be agreed upon in writing at least thirty (30) days prior to the end of the Agreement.

6.2 The occurrence of any one or more of the following events prior to the expiration of the term of this Agreement shall constitute an event of default hereunder:

(a) failure to perform or observe any material term, agreement, covenant, or condition of this Agreement, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Agreement);

(b) a violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter hereof;

(c) if any representation or warranty of Subgrantee proves false or misleading in any material respect;

6.3 If City terminates this Agreement due to an event of default by Subgrantee, then City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of City to notify Subgrantee of a default shall not be deemed to be a waiver by City of said default or of any future default of Subgrantee.

ARTICLE VII
(General Provisions)

7.1 Subgrantee shall hire an independent certified public accountant to audit the program in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time; provided, however, the cost and expense of such audit and other reporting required in this Agreement shall *not* be funded from the grant funds provide herein. If a grant specific audit is conducted, it must be submitted to City no later than 120 days after termination of this Agreement. If included in Subgrantee's overall organizational audit(s), then the audit must be submitted no later than 180 days following the end of each fiscal year of the Subgrantee during which grant funds were expended by Subgrantee.

8.2 Subgrantee shall abide by Chapter 119, Florida Statutes, concerning the Public Records laws as from time to time amended.

8.3 Subgrantee accepts the funds appropriated pursuant to this Agreement in accordance with the terms of this Agreement and shall abide by the audit requirements of this Agreement or such other audit requirements as may be required by City.

ARTICLE IX
(Representations and Warranties by Subgrantee)

9.1 Subgrantee is a Florida non-profit corporation duly incorporated and validly existing under the laws of the State of Florida. Subgrantee is authorized to conduct business and is in good standing in the State of Florida. Subgrantee has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder, and entering into this Agreement will not conflict with or result in a breach of any other agreement to which Subgrantee is a party. The individuals signing on behalf of Subgrantee have full

power and authority to do so and Subgrantee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

9.2 Subgrantee has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code.

9.3 When executed by City, this Agreement and all documents contemplated hereby each constitute legal, valid, and binding obligations of Subgrantee, enforceable in accordance with their respective terms.

ARTICLE X
(Public Records)

10.1 Public Records. In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(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 the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

10.2 The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

ARTICLE XI
(Miscellaneous)

11.1 This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

11.2 Any notices permitted or required in this Agreement shall be in writing and shall be duly delivered when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated herein. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated herein by giving notice thereof to the other.

11.3 Time is of the essence in the performance by any party of its obligations hereunder. If the time for performance falls upon a Saturday, Sunday, or legal holiday defined so by Florida law, the time for performance shall be the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.

11.4 No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, if any, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.6 Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid, contrary to, or in conflict with any law, rule, or regulation by a court or governmental agency having competent jurisdiction, and the unenforceability of the invalid provision does not adversely affect the purpose and intent of this Agreement, in City's sole discretion, the remaining sections, parts, terms, or provisions of this Agreement shall continue to be given full force and effect.

11.7 This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

11.8 In conformity with the requirements of Section 126, Part 4, *Ordinance Code*, Subgrantee represents and warrants to City that it has adopted and will maintain a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Subgrantee agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, Subgrantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. Subgrantee agrees that if any of the obligations of this Agreement are to be performed by a subcontractor,

the provisions of subsections (a) and (b) of Section 126.404, *Ordinance Code*, shall be incorporated into and become a part of the Agreement.

11.9 Subgrantee shall on request of City: (a) promptly correct any defect, error, or omission in this Agreement and any related documents; (b) execute, acknowledge, deliver, procure, record, or file such further instruments and do such further acts deemed necessary, desirable, or proper by City to carry out the purposes of this Agreement; (c) execute, acknowledge, deliver, procure, file, or record any documents or instruments deemed necessary, desirable, or proper by City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits, and other instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Agreement.

11.10 Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any attachment or exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. Subgrantee acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

11.11 Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.12 All of Subgrantee's representations, warranties, indemnities, and other covenants set forth herein shall be deemed continuing in nature and shall survive the termination of this Agreement.

11.13 This Agreement and the rights and obligations herein may not be assigned.

11.14 Subgrantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under this Agreement for inspection, copying, or audit by City.

11.15 This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute but one instrument.

11.16 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

WITNESS:

By: _____

Name: _____

LUTHERAN SERVICES FLORIDA, INC., a Florida non-profit corporation

By:_____

Name: _____

ATTEST:

By:_____
James R. McCain, Jr.
As Corporation Secretary

CITY OF JACKSONVILLE, a Florida municipal corporation

By:_____
Lenny Curry as Mayor

In compliance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

_____
As Director of Finance
Agreement #_____

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1472759-v1-COPS_CIT_Subaward_Lutheran_Services_.doc

Exhibit A

Scope of Services

Federal Award Identification: COPS Community Policing Development Crisis Intervention Teams
Subgrantee Name: Lutheran Services Florida, Incorporated
Subgrantee's DUNS number: 139-67-6936
Subgrantee's UEI: Y8ABCWTEM4Y5
Federal Award Identification Number (FAIN): 15JCOPS-21-GG-02310-SPPS
Federal Award Date: October 12, 2021
Subaward Period of Performance Start and End Date: Date of Execution to August 31, 2023
Amount of Federal Funds Obligated in this Action/Agreement: $246,044.00
Total Amount of Federal Funds Obligated to the Subgrantee: $ 246,044.00
Total amount of the Federal Award: $249,794.00
Federal Award Project Description: COPS Community Policing Development Crisis Intervention Teams
Name of the Federal Awarding Agency: United States Department of Justice, Office of Justice Programs, Office of Community Oriented Policing
Pass-Through Entity: City of Jacksonville
Contact Information for the Awarding Official: 501 East Bay Street, Jacksonville, FL 32202
Catalog of Federal Domestic Assistance Number: 16.710
Assistance Listing/Catalog of Federal Domestic Assistance Name: Public Safety Partnership and Community Policing Grants
Is Award Research and Development: No
Indirect cost rate for the Federal award: None
Indirect cost rate to be used by the subrecipient: 9.90%

Introduction
CIT supports state, local, tribal, and territorial law enforcement agencies in their creation or expansion of crisis intervention teams that embed mental and behavioral health services with law enforcement to better respond to individuals in crisis in the community.

Purpose
To expand the use of crisis intervention teams in Jacksonville, Florida.

Deliverables
1. Submit a signed monthly report – **Exhibit C** – by the 15th of every month.
2. Conduct initial training for co-responder team.
3. Secure one full-time clinician who will partner with a law enforcement officer to create a co-responder team that will respond to individuals in crisis in the community. The work schedule will be agreed upon at a later date.
4. Provide ongoing support to co-responder team.
5. Engage in training and cohort discussions that are conducted by, or on behalf of, OJP.

Budget

Budget Category	Subaward Amount
Personnel	$41,718.00
Fringe Benefits	$7,887.00
Contractual Services	$168,558.00
Insurance	$768.00
Occupancy Costs	$3,872.00
Supplies	$7,407.00
Postage, Printing, and Computer Software	$5,524.00

Licenses	
Travel, Transportation, Conferences, Meetings	$3,328.00
Indirect Costs	$6,982.00
Total	$246,044.00

Period of Performance
The period of performance shall begin on the date of subcontract execution and shall end on August 31, 2023, unless otherwise extended in accordance with **Article VI**.

Exhibit B

Grant Special Conditions

Exhibit B consists of the award documentation from OJP to the City. Lutheran Services Florida, Incorporated, as a subgrantee, is bound to the requirements and special conditions contained within the award documentation.

[Remainder of page left blank intentionally. OJP award documents follow immediately.]

Award Letter

October 12, 2021

Dear Mike Williams,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by JACKSONVILLE, CITY OF for an award under the funding opportunity entitled 2021 Community Policing Development (CPD) Crisis Intervention Teams Solicitation. The approved award amount is $249,794.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

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

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

To accept the award, the Authorized Representative(s) must accept all parts of the Awar Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

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

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

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

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

Federal Award Amount	Funding Instrument Type
$249,794.00	Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	

Statutory Authority
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. - 10381 et seq.

I have read and understand the information presented in this section of the Federal Awar Instrument.

Project Information

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

Solicitation Title	Awarding Agency
2021 Community Policing Development (CPD) Crisis Intervention Teams Solicitation	COPS

Application Number

GRANT13403078

Award Information

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

Recipient Information

Recipient Name
JACKSONVILLE, CITY OF

DUNS Number
078799982

ORI Number
——

Street 1
501 EAST BAY STREET

Street 2
——

City
JACKSONVILLE

State/U.S. Territory
Florida

Zip/Postal Code
32202

Country
United States

County/Parish
——

Province
——

Award Details

Federal Award Date
10/12/21

Award Type
Initial

Award Number
15JCOPS-21-GG-02310-SPPS

Supplement Number
00

Grant Manager Name **Phone Number**

NICOLE PRUSS 202-616-0096

E-mail Address

Nicole.Pruss2@usdoj.gov

Project Title

Jacksonville, FL CIT Project

Performance Period Start Date	Performance Period End Date
09/01/2021	08/31/2023

Budget Period Start Date	Budget Period End Date
09/01/2021	08/31/2023

Project Description

The proposed project is in response to the subcategory Implementation of Crisis Intervention Teams and will expand on JSO's existing program by adding one full-time clinician and three patrol officers to the program. This expansion will allow JSO to place co-responders in the three patrol zones that do not have them. JSO will subaward funds to secure a clinician, provide initial training and ongoing support to the co-responder teams.

I have read and understand the information presented in this section of the Federal Awar Instrument.

Financial Information

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

A financial analysis of budgeted costs has been completed. All costs listed in the approve budget below were programmatically approved based on the final proposed detailed budg and budget narratives submitted by your agency to the COPS Office. Any adjustments or to the proposed budget are explained below.

Budget Clearance Date: 9/22/21 10:30 AM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percenta
Sworn Officer Positions	$0.00	$0.00	$0.00	
Civilian or Non-Sworn Personnel	$0.00	$0.00	$0.00	
Travel	$3,750.00	$0.00	$3,750.00	
Equipment	$0.00	$0.00	$0.00	
Supplies	$0.00	$0.00	$0.00	
SubAwards	$246,044.00	$0.00	$246,044.00	
Procurement Contracts	$0.00	$0.00	$0.00	
Other Costs	$0.00	$0.00	$0.00	
Indirect Costs	$0.00	$0.00	$0.00	

Total Project Costs	$249,794.00	$0.00	$249,794.00	
Federal Funds:			$249,794.00	100.(
Match Amount:			$0.00	0.(
Program Income:			$0.00	0.(

Budget Detail Summary View

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

I have read and understand the information presented in this section of the Federal Awar Instrument.

Other Award Documents

No other award documents have been added.

Award Conditions

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

1

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

2

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2021 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

7

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

8

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention

Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

9

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

10

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

13

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

14

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

15

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

16

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly

available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any

information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116-260, Division E, Title VII, Section 742.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

21

Extensions: Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

22

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

23

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

24

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating,

expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

25

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

26

News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-

XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

29

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

30

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2021, Public Law 116-260, Division B, Title V, Section 527.

31

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

32

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

33

Prohibition on Certain Telecommunications and Video Surveillance Services or

Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

34

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

35

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

I have read and understand the information presented in this section of the Federal Awar Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	9/23/21 11:49 AM

Authorized Representative

Exhibit C

Reporting Form

MONTHLY INVOICE FORM

Consolidated City of Jacksonville - Duval County

COPS Community Policing Development Crisis Intervention Teams
Award Number: 15JCOPS-21-GG-02310-SPPS
Project Period: Date of Execution - 08/31/2023 - Sub-Award Amount: $246,044.00

Agency: Lutheran Services Florida, Incorporated

Period of Performance: _____

	Approved Budget	Current Receipts	Receipts as of Last Invoice	Total Receipts Year-to-Date	Remaining Balance
Summary of Expenditures	**$246,044.00**				**$246,044.00**
Personnel Expenses					
Salary	$41,718.00				$41,718.00
Benefits	$7,887.00				$7,887.00
Contractual Services					
Contract Services	$168,558.00				$168,558.00
Operating Expenses					
Insurance	$768.00				$768.00
Rent/Office Space	$3,872.00				$3,872.00
Supplies	$7,407.00				$7,407.00
Postage, Printing, and Computer Software Licenses	$5,524.00				$5,524.00
Travel					
Travel and Transportation	$1,768.00				$1,768.00
Conferences and Meetings	$1,560.00				$1,560.00
Indirect Cost					
Indirect Cost	$6,982.00				$6,982.00
Total	**$246,044.00**				**$246,044.00**

Subgrantee Signature*: _____ City Signature: _____

Subgrantee Title: _____ City Title: _____

Date: _____ Date: _____

*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, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

MONTHLY PROGRESS REPORT FORM

1. Reporting period: Click here to enter text.

2. Please indicate the status of the following deliverables and provide a brief statement of the activities that took place during the reporting period:

    a. Provide initial training: Click here to enter text.
    ☐ Planning Stage
    ☐ Delayed (include reason for delay) Click here to enter text.
    ☐ In Progress
    ☐ Complete
    ☐ Other (please explain) Click here to enter text.

    b. Secure one full-time clinician who will partner with a law enforcement officer to create a co-responder team that will respond to individuals in crisis in the community: Click here to enter text.
    ☐ Planning Stage
    ☐ Delayed (include reason for delay) Click here to enter text.
    ☐ In Progress
    ☐ Complete
    ☐ Other (please explain) Click here to enter text.

        i. Related to the full-time clinician, please select which best describes the status of the hiring process:
        ☐ Recruitment/Hiring in Progress
        ☐ Staff Turnover
        ☐ Lack of Qualified Candidates
        ☐ Change in Administration
        ☐ Temporary hiring freeze
        ☐ Complete
        ☐ Other (please explain) Click here to enter text.

    c. Provide ongoing support to co-responder team: Click here to enter text.
    ☐ Planning Stage
    ☐ Delayed (include reason for delay) Click here to enter text.
    ☐ In Progress
    ☐ Complete
    ☐ Other (please explain) Click here to enter text.

3. During the reporting period, did the agency engage in training and/or cohort discussions that were conducted by, or on behalf of, OJP?
    ☐ Yes
    ☐ No

    a. If yes, please provide a brief description: Click here to enter text.

4. During the reporting period, did the agency experience any challenges or difficulties in carrying out the above listed deliverables?

☐ Yes
☐ No

a. If yes, check all that apply and provide detail:

☐ Staff Turnover Click here to enter text.
☐ Change in administration Click here to enter text.
☐ Temporary hiring freeze Click here to enter text.
☐ Lack of qualified candidates Click here to enter text.
☐ Procurement Issues Click here to enter text.
☐ Vendor delays Click here to enter text.
☐ Training Issues Click here to enter text.
☐ Project partners Click here to enter text.
☐ COVID-19 Click here to enter text.
☐ Other Click here to enter text.

5. Does the agency require any technical assistance to ensure successful completion of deliverables?

☐ Yes
☐ No

a. If yes, please indicate what type of assistance is requested:

☐ Award Modification
☐ Award Extension Needed
☐ Sole Source Approval Needed
☐ Community Policing Assistance
☐ Award Withdrawal (voluntary termination)
☐ Federal Financial Report Question
☐ Retention issue
☐ Problems hiring
☐ Consultant Rate Approval Needed
☐ Training and Technical Assistance
☐ Other (please explain) Click here to enter text.

6. How would you rate the impact of COPS funding under this program?

☐ 5 – A great impact
☐ 4 – A large impact
☐ 3 – Some impact
☐ 2 – A little impact
☐ 1– No impact
☐ Too soon to say

a. Provide a brief description of the impact: Click here to enter text.

7. During the reporting period, were any new partnerships developed or existing partnerships enhanced?
   ☐ Yes
   ☐ No

   a. If yes, please identify the types of new partnerships or existing partnerships that were enhanced:

      ☐ Faith based
      ☐ Businesses
      ☐ Federal or state entities
      ☐ Local government entities
      ☐ Courts
      ☐ Other law enforcement entities
      ☐ Non-profit organizations
      ☐ Schools
      ☐ Community groups
      ☐ Other first responders
      ☐ Local service agencies
      ☐ Other (please explain) Click here to enter text.

8. Are there any best practices or success stories from the reporting period that the agency would like to share with the COPS Office?
   ☐ Yes
   ☐ No

   a. If yes, please provide information here: Click here to enter text.

Exhibit D

Indemnification

Subgrantee (also referred to in this exhibit as "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability. For any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services, or work performed hereunder; and

2. Environmental Liability. To the extent this Agreement contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with this Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit E

Insurance Requirements

Without limiting its liability under this Agreement, Subgrantee shall procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Subgranteeshall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits and in amounts not less than those stated below:

Insurance Coverages

Schedule	**Limits**
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$100,000 Each Accident
	$500,000 Disease Policy Limit
	$100,000 Each Employee/Disease

This insurance shall cover Subgrantee (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	$1,000,000	Each Occurrence Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the services required in this Agreement. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no

later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Sexual Molestation	$1,000,000 Per Claim $2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Additional Insured. All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and the City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

C. Subgrantee's Insurance Primary. The insurance provided by Subgrantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by City or any City members, officials, officers, employees, or agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Subgrantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Subgrantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Subgrantee or its subcontractors, employees, or agents to City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by the City of, nor its failure to disapprove, the insurance furnished by Subgrantee shall relieve Subgrantee of its full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Subgrantee shall provide the City Certificates of Insurance that show the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above, waivers of subrogation, and primary & non-contributory wording. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Subgrantee shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, then Subgrantee shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Subgrantee under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that City also be named as an additional insured.

L. Special Provisions. Prior to executing this Agreement, Subgrantee shall present this Agreement and **Exhibit D** and **Exhibit E** to its insurance agent affirming that: 1) the Agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Subgrantee.