SEMINOLE COUNTY SHERIFF'S OFFICE SUBRECIPIENT AGREEMENT FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)

THIS AGREEMENT made and entered into the _____ day of _____, 2025 by and between Dennis M. Lemma, as Sheriff of Seminole County on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and the City of North Port, whose principal and local address is 4970 City Hall Boulevard, North Port, Florida 34286 hereinafter referred to as "SUBRECIPIENT." SCSO and SUBRECIPIENT are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, on May 23, 2025, the Executive Office of the President, Office of National Drug Control Policy awarded a grant to SCSO for the High Intensity Drug Trafficking Areas (HIDTA) Program (Grant #HID0325G0478-00) for a period of two (2) years beginning on January 1, 2025, which is attached as Exhibit C, Grant Agreement; and

WHEREAS, SUBRECIPIENT as a member of Central Florida HIDTA acknowledges the obligations of participation in the program; and

WHEREAS, SCSO, as a fiduciary of Central Florida HIDTA desires to reimburse SUBRECIPIENT for its performance to support the activities, programs and projects of Central Florida HIDTA upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

- (a). The term "SUBRECIPIENT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees participating in activities of Central Florida HIDTA under this Agreement.
- (b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- (c). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter

into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUBRECIPIENT certify they are authorized to bind SUBRECIPIENT fully to the terms of this Agreement.

- (d). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement .
- (e). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.
- (f). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting SUBRECIPIENT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever.
- (g). Persons employed by SUBRECIPIENT to participate in the functions of Central Florida HIDTA pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.
- (h). No claim for reimbursement by SUBRECIPIENT not specifically provided for herein shall be honored by SCSO.

SECTION 2: SUBRECIPIENT RESPONSIBILITIES.

- (a). SUBRECIPIENT acknowledges that funding for HIDTA operations is in the form of a federal grant and agrees to abide by all requirements set forth in the Grant Agreement in Exhibit C and the HIDTA Program Policy and Budget Guidance Manual located on the National HIDTA Assistance Center (NHAC) website at http://www.nhac.org/hidta.guidance/Program Policy and Budget Guidelines2017.pdf.
- (b). SUBRECIPIENT shall be responsible for submittal of reimbursement requests in a format acceptable to SCSO as detailed in Section 7 of this Agreement.
- (c). Neither SCSO's review, approval or acceptance of, nor payment of any reimbursement invoice, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. SUBRECIPIENT shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO caused by SUBRECIPIENT's negligent or improper reimbursement requests. SCSO is responsible to validate such damages or loss to SUBRECIPIENT.

- (d). The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- (e). SUBRECIPIENT shall disclose any potential conflicts of interest to this Agreement to SCSO prior to execution of the Agreement or if discovered after execution, as soon as SUBRECIPIENT is aware of the potential conflict of interest.

SECTION 3: SCSO RIGHTS AND RESPONSIBILITIES.

- (a). SCSO shall reasonably cooperate with SUBRECIPIENT in a timely fashion as set forth in this Section.
- (b). SCSO shall furnish a SCSO Representative, as appointed by the Designated Representative to administer, review and coordinate the payment of all reimbursement requests.
- (c). SCSO shall make SCSO personnel available where, in SCSO's opinion, they are required and necessary to assist SUBRECIPIENT. The availability and necessity of said personnel to assist SUBRECIPIENT shall be determined solely at the discretion of SCSO.
- (d). SCSO shall examine all of SUBRECIPIENT's reimbursement requests and indicate SCSO's approval or disapproval within a reasonable time so as not to materially delay the reimbursement of SUBRECIPIENT.
- (e). SCSO shall transmit instructions, relevant information, and provide interpretation and definition of SCSO policies and decisions with respect to matters pertinent to the reimbursements covered by this Agreement.
- (f). SCSO shall give written notice to SUBRECIPIENT whenever SCSO's Designated Representative knows of a development that affects the performance of this Agreement.

SECTION 4: REIMBURSEMENT.

Reimbursement requests, and all financial matters, shall be as set forth in Exhibit A. Reimbursement Procedures.

SECTION 5: INVOICE PROCESS.

(a). Invoices shall be submitted in the format in Exhibit D. Invoices shall be submitted on a quarterly basis to the appropriate HIDTA Group Supervisor for approval no later than fifteen (15) days following the end of the prior quarter. For this agreement, the end of each quarter is the months of December, March, June and September. Invoices without disputable items will be processed for payment within thirty (30) days of receipt of an approved invoice by SCSO.

- (b). SUBRECIPIENT will be notified of any disputable items contained in invoices submitted by SUBRECIPIENT within fifteen (15) days of receipt by SCSO with an explanation of the deficiencies.
- (c). SCSO and SUBRECIPIENT will make every effort to resolve all disputable items contained in SUBRECIPIENT invoices.

SECTION 6: TERM/LENGTH OF AGREEMENT.

(a). This Agreement shall commence January 1, 2025 and shall terminate on December 31, 2026 or until terminated pursuant to the terms of this Agreement.

SECTION 7: DESIGNATED REPRESENTATIVES.

- (a). SCSO designates SCSO's Procurement and Agreements Manager or his/her designated representative, to represent SCSO in all matters pertaining to and arising from this Agreement.
- (b). SCSO's Procurement and Agreements Manager, or his/her designated representative, shall have the following responsibilities:
- (1). Transmission of instructions, receipt of information, and interpretation and definition of SCSO's policies and decisions with respect to this Agreement.
- (2). Giving prompt notice to SUBRECIPIENT whenever SCSO's designated representative knows of a change necessary in the project.
- (c). Until further notice from SCSO, the designated representative for this Agreement is:

Barbara Taylor, CPPO
Procurement and Agreements Manager
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

(d). SUBRECIPIENT's designated representative is:

Todd Garrison
Chief of Police
North Port Police Department
4980 City Hall Boulevard
North Port, Florida 34286

SECTION 8: EMPLOYEES

- (a). SUBRECIPIENT may engage employees at its discretion and is responsible for all such employees.
- (b). SUBRECIPIENT shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- (c). SCSO will not intentionally award publicly-funded contracts to any SUBRECIPIENT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*]. SCSO shall consider the employment by SUBRECIPIENT of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by SUBRECIPIENT of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for termination of this Agreement.
- (d). If applicable, in accordance with Section 216.347, *Florida Statutes*, SUBRECIPIENT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- (e). SUBRECIPIENT shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- (f). SUBRECIPIENT shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

SECTION 9: ACCESS TO RECORDS/AUDIT /PUBLIC RECORDS.

- (a). SUBRECIPIENT shall maintain books, records, documents, time and costs accounts and other evidence directly related to this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- (b). SUBRECIPIENT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of this Agreement and date of final payment, or date of termination of this Agreement.
- (c). SCSO may perform, or cause to have performed, an audit of the records of SUBRECIPIENT regarding payments issued hereunder. This audit shall be performed at a time mutually agreeable to SUBRECIPIENT and SCSO subsequent to the close of the final fiscal period of the agreement. Total compensation to SUBRECIPIENT may be determined subsequent to an audit as provided for in this Section, and the total

compensation so determined shall be used to calculate final payment to SUBRECIPIENT. If such audit confirms that SUBRECIPIENT was underpaid, SUBRECIPIENT shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay payments as required by this Section. SUBRECIPIENT shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.

- (d). In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- (e). In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.
- (f). SUBRECIPIENT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 10: DEBARMENT AND SUSPENSION

Federally awarded contracts must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). By executing this Agreement, SUBRECIPIENT is certifying SUBRECIPIENT is not currently on this list and will immediately notify SCSO if SUBRECIPIENT is placed on the list.

SECTION 11. ANTI-LOBBYING AMENDMENT

By executing this Agreement, SUBRECIPIENT is certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

SECTION 12: CONTROLLING LAWS/VENUE/INTERPRETATION.

- (a). This Agreement is to be governed by the laws of the State of Florida.
- (b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c). Nothing in this agreement shall be interpreted as waiving or modifying the provisions of Florida Statute Section 768.28.

SECTION 13: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 14: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- (a). This Agreement, together with the exhibits, if any, constitutes the entire integrated Agreement between SCSO and SUBRECIPIENT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
- (b). This Agreement may only be amended, supplemented, terminated or modified by a formal written amendment.
- (c). Any alterations, amendments, deletions, termination or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 15: NOTICES.

- (a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- (b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For SCSO:

Barbara Taylor, CPPO Procurement and Agreements Manager Seminole County Sheriff's Office 100 Eslinger Way Sanford, Florida 32773

(2).For SUBRECIPIENT:

Todd Garrison Chief of Police North Port Police Department City Manager's Office 4980 City Hall Boulevard North Port, Florida 34286

With Copies to: **City of North Port** 4970 City Hall Boulevard North Port, Florida 34286

Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. SUBRECIPIENT agrees not to claim any waiver by SCSO of such notice requirements based upon SCSO having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of SUBRECIPIENT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 16: WAIVER.

The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force. The failure of SUBRECIPIENT to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right of privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 17: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 18: SEVERABILITY/CONSTRUCTION.

If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

SECTION 19: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 20: NON-DISCRIMINATION

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services, The Bradenton Police Department shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

SECTION 21: GRANT INFORMATION

See Exhibit B, Required Grant Information for information required for all subawards to this Federal Grant.

IN WITNESS WHEREOF, the parties Agreement on the respective dates under each signing by and through its duly authorized corpation authority to execute same.	•
Approved by the City Commission of the City of 2025.	of North Port, Florida on,
	CITY OF NORTH PORT, FLORIDA
ATTEST	By:A. Jerome Fletcher II, ICMA-CM, MPA City Manager, City of North Port Authorized Agent for SUBRECIPIENT
Heather Faust, MMC City Clerk, City of North Port	
APPROVED AS TO FORM AND CORRECTN	ESS
Michael Fuino, B.C.S. City Attorney, City of North Port	
	Seminole County Sheriff's Office
Witness	Lisa Spriggs Chief of Administrative Services
	Date:

EXHIBIT A REIMBURSEMENT PROCEDURES

SUBRECIPIENT shall provide reimbursement documentation to SCSO for agents participating in HIDTA sponsored task forces as outlined below.

Availability of funds for reimbursement is determined by the Central Florida HIDTA Executive Board. Not all categories listed are eligible for all agencies.

Requests for reimbursement shall be submitted on a quarterly basis to the HIDTA Group Supervisor in accordance with Section 7 of this Agreement.

Overtime Reimbursement

Maximum overtime reimbursement for each agent will be determined by the Group Supervisor of each HIDTA Task Force. Overtime reimbursements paid to each agent will not exceed the annual amount authorized by the Central Florida HIDTA Executive Committee. SUBRECIPIENT will compensate their agent(s) for overtime pay in accordance with SUBRECIPIENT's compensation policy. SUBRECIPIENT shall submit the reimbursement request with accompanying documentation confirming the overtime payment to the HIDTA Group Supervisor for approval. Overtime shall be reimbursed on actual overtime paid to the agent as documented on the agent's pay check.

At a minimum, overtime documentation shall include the following:

- (a). Log of HIDTA hours worked
- (b). Copy of payroll detail for each agent showing hours paid and hourly rate
- (c). Copy of check stub showing overtime payment for HIDTA hours worked
- (d). If overtime is paid on a different pay cycle than the pay period, an explanation of how overtime hours are calculated.

It will be the SUBRECIPIENT's responsibility to ensure that each agent does not exceed the Federal Overtime cap for each calendar year of the grant.

Fuel Reimbursement

Fuel reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the fuel purchases.

At a minimum, fuel reimbursement documentation shall include the following:

- (a). Copy of each fuel receipt showing the date of purchase, amount of fuel purchased and total cost of each purchase.
- (b). Proof of payment by the SUBRECIPIENT for the fuel purchase, i.e., copy of check, credit card statement, etc.
- (c). If fuel payments are through a fuel card vendor such as WEX, reimbursement will

be for the amount paid to the fuel card vendor, not the amount on the receipt. The statement from the fuel card vendor will need to be submitted to document the actual amount paid.

Vehicle Lease Reimbursement

Vehicle lease reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the vehicle lease payment. Vehicle lease reimbursements shall not exceed six hundred twenty dollars (\$620) per month.

At a minimum, vehicle lease reimbursement documentation shall include the following:

- (a). Copy of each month's invoice
- (b). Copy of check or credit card statement showing payment of invoice

EXHIBIT B REQUIRED GRANT INFORMATION

Required Information	
Subrecipient Name	City of North Port
Subrecipient's Unique Entity Identifier	Z9MLXPDL2AM3
Federal Award Identification Number	HID0325G0478-00
Federal Award Date	May 23, 2025
Subaward Period of Performance	01/01/25-12/31/26
Amount of Federal Funds obligated by this Agreement	Reimbursement basis only
Total Amount of Federal Funds Obligated to Subrecipient including this obligation	Reimbursement basis only
Total Amount of Federal Award Committed	
to Subrecipient	Reimbursement basis only
Federal Award Project Description	High Intensity Drug Trafficking Areas Program
Name of Federal Awarding Agency	Office of National Drug Control Policy
Name of Pass Through Entity	Seminole County Sheriff's Office
Pass Through Entity Awarding Official	Barbara Taylor, Procurement and
Contact Information	Agreements Manager
	btaylor@seminolesheriff.org
CFDA Number and Name	95.001 – High Intensity Drug Trafficking
	Areas Program
Is award for Research and Development?	No
Indirect Cost Rate	N/A

EXHIBIT C GRANT AGREEMENT

Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name

SEMINOLE COUNTY SHERIFF'S OFFICE 100 Eslinger Way Sanford, FL 32773-6706 407-665-6617

- 2. Congressional District of Recipient
- 3. Payment System Identifier (ID) 596000860
- 4. Employer Identification Number (EIN) 596000860
- 5. Data Universal Numbering System (DUNS)
- 6. Recipient's Unique Entity Identifier (UEI) N2DGNLKN5J71
- 7. Project Director or Principal Investigator

Gabriella Coulter Grants Analyst gcoulter@seminolesheriff.org 407-665-6536

8. Authorized Official

Gabriella Coulter Grants Analyst gcoulter@seminolesheriff.org 407-665-6536

Federal Agency Information

Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information

Shannon L. Kelly Assistant Director Shannon_L._Kelly@ondcp.eop.gov 202-841-5240

10.Program Official Contact Information

Shannon L. Kelly Assistant Director Shannon L. Kelly@ondcp.eop.gov 202-841-5240

Federal Award Information

11. Award Number

HID0325G0478-00

12. Unique Federal Award Identification Number (FAIN)

HID0325G0478

13. Statutory Authority

P.L. 119-4

14. Federal Award Project Title

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number

16. Assistance Listing Program Title

High Intensity Drug Trafficking Areas

17. Award Action Type

New

18. Is the Award R&D?

19.	Budget Period Start Date	01/01/2025	- End Date	12/31/2026	
20.	Total Amount of Federal Fu	nds Obliga	ted by this A	ction	\$899,640.00
	20a. Direct Cost Amount				\$899,640.00
	20b. Indirect Cost Amount				\$0.00
21.	Authorized Carryover				\$0.00
22.	Offset				\$0.00

22. Offset 23. Total Amount of Federal Funds Obligated this budget period

24. Total Approved Cost Sharing or Matching, where applicable 25. Total Federal and Non-Federal Approved this Budget Period \$899,640.00

26. Period of Performance Start Date 01/01/2025 - End Date 12/31/2026

10 Pudget Davied Chart Date 01/01/2025 End Date 12/21/202

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance

\$899,640.00

\$0.00

\$0.00

28. Authorized Treatment of Program Income

29. Grants Management Officer - Signature

Lisa Newton

Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

Recipient Information

Recipient Name

SEMINOLE COUNTY SHERIFF'S OFFICE

100 Eslinger Way

Sanford, FL 32773-6706

407-665-6617

Congressional District of Recipient

Payment Account Number and Type

Employer Identification Number (EIN) Data

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)

N2DGNLKN5J71

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. TotalPersonnelCosts	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$899,640.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$899,640.00
k. INDIRECT COSTS	\$0.00
1. TOTAL APPROVED BUDGET	\$899,640.00
m. Federal Share	\$899,640.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID0325G0478	HID	410001	95.001	\$899,640.00	011202520261070000

n. Non-Federal Share

\$899,640.00

\$0.00



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

- (1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.
- (2) This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 "New Restrictions on Lobbying"
 - 2 C.F.R. § 25 "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
- (3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)
- (4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
- (5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
- (6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
- (7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.
- (8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.
- (9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

- (12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
- (13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:
 - Establish and maintain effective internal controls over the federal award that provides reasonable
 assurance that federal award funds are managed in compliance with federal statutes, regulations and
 award terms and conditions. These internal controls should be in compliance with the guidance in
 "Standards for Internal Control in the federal Government," issued by the Comptroller General of
 the United States and the "Internal Control Integrated Framework," issued by the Committee of
 Sponsoring Organizations of the Treadway Commission (COSO).
 - Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
 - Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
 - Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - Take reasonable measures to safeguard protected personally identified information (PII) and other
 information ONDCP or pass-through entity designates as sensitive or the recipient entity considers
 sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations
 of confidentiality.
- (14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.
- (15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
- (16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—
 - the percentage of the total costs of the program or project which will be financed with federal money;
 - the dollar amount of federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

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 SAM that is made available in the designated integrity and



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

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 § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 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. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- 1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
- 2. Reached its final disposition during the most recent 5-year period; and
- 3. Is one of the following:
- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- 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;
- 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
- 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 5-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:



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

(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.

C. PAYMENT BASIS

- (1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).
- (2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
- (3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to \$500 per year for administrative purposes.



Award# HID0325G0478-00 FAIN# HID0325G0478

Federal Award Date: 05/23/2025

Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

• This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program Policy and Budget Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2025

HID24000137

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Туре
Central Florida	SEMINOLE COUNTY SHERIFF'S OFFICE	City County Investigative Bureau	\$190,000.00	Investigation
		DEA Heroin Task Force	\$161,529.83	Investigation
		DEA Mexican Poly-Drug Task Force	\$184,776.84	Investigation
		Fugitive Apprehension Strike Team (FAST)	\$114,999.00	Investigation
		Investigative Support Center	\$10,647.00	Intelligence
		Management and Coordination	\$12,400.00	Administration
		Methamphetamine Task Force	\$177,287.33	Investigation
		Metropolitan Bureau of Investigation	\$48,000.00	Investigation
	Agency Total: SEMINOLE COUNTY S	HERIFF'S OFFICE	\$899.640.00	

2025 - Central Florida

Initiative - City County Investigative Bureau

Investigation

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	16	\$190,000.00
Total Overtime		\$190,000.00
Total Budget		\$190,000.00

2025 - Central Florida

Initiative - DEA Heroin Task Force

Investigation

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	3	\$45,295.00
Total Overtime		\$45,295.00
Travel	Quantity	Amount
Travel	0	\$11,411.00
Total Travel		\$11,411.00
Services	Quantity	Amount
Equipment rentals		\$2,940.00
Vehicle lease - passenger	2	\$14,880.00
Communications - mobile phones & pagers		\$4,200.00
Investigative services		\$1,000.00
Total Services		\$23,020.00
Supplies	Quantity	Amount
Office		\$9,883.83
Investigative/Operational		\$6,000.00
Total Supplies		\$15,883.83
Other	Quantity	Amount
PE/PI/PS		\$65,920.00
Total Other		\$65,920.00
Total Budget		\$161,529.83

2025 - Central Florida

Initiative - DEA Mexican Poly-Drug Task Force
Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)
Resource Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE

Investigation

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$50,000.00
Total Overtime		\$50,000.00
Travel	Quantity	Amount
Investigative/Operational	0	\$19,026.50
Total Travel		\$19,026.50
Services	Quantity	Amount
Communications - mobile phones & pagers		\$5,100.00
Vehicle lease - passenger	3	\$28,460.00
Total Services		\$33,560.00
Supplies	Quantity	Amount
Office		\$1,550.00
Investigative/Operational		\$2,640.00
Total Supplies		\$4,190.00
Other	Quantity	Amount
PE/PI/PS	0	\$78,000.34
Total Other		\$78,000.34
Total Budget		\$184,776.84

2025 - Central Florida

Initiative - Fugitive Apprehension Strike Team (FAST)

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Resource Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE

Investigation

Awarded Budget (as approved by ONDCP)		\$899,640.00
Travel	Quantity	Amount
Investigative/Operational	0	\$4,999.00
Total Travel		\$4,999.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$9,560.00
Vehicle lease - passenger	1	\$7,440.00
Total Services		\$17,000.00
Supplies	Quantity	Amount
Investigative/Operational		\$4,200.00
Office		\$1,800.00
Total Supplies		\$6,000.00
Other	Quantity	Amount
Administrative costs	0	\$75,000.00
PE/PI/PS	0	\$12,000.00
Total Other		\$87,000.00
Total Budget		\$114,999.00

2025 - Central Florida

Initiative - Investigative Support Center

Intelligence

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00	
Travel	Quantity	Amount	
Investigative/Operational	0	\$10,647.00	
Total Travel		\$10,647.00	
Total Budget		\$10,647.00	

2025 - Central Florida

Initiative - Management and Coordination

Administration

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00	
Travel	Quantity	Amount	
Investigative/Operational	0	\$12,400.00	
Total Travel		\$12,400.00	
Total Budget		\$12,400.00	

2025 - Central Florida

Initiative - Methamphetamine Task Force

Investigation

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Overtime	4	\$46,634.00
Total Overtime		\$46,634.00
Travel	Quantity	Amount
Investigative/Operational	0	\$10,594.33
Total Travel		\$10,594.33
Services	Quantity	Amount
Printing & document support		\$2,900.00
Vehicle lease - passenger	3	\$22,320.00
Communications - mobile phones & pagers		\$8,640.00
Total Services		\$33,860.00
Supplies	Quantity	Amount
Office		\$2,400.00
Total Supplies		\$2,400.00
Other	Quantity	Amount
PE/PI/PS	0	\$83,799.00
Total Other		\$83,799.00
Total Budget		\$177,287.33

2025 - Central Florida

Initiative - Metropolitan Bureau of Investigation

Investigation

Award Recipient - SEMINOLE COUNTY SHERIFF'S OFFICE (HID24000137)

Awarded Budget (as approved by ONDCP)		\$899,640.00	
Overtime	Quantity	Amount	
Investigative - Law Enforcement Officer	4	\$48,000.00	
Total Overtime		\$48,000.00	
Total Budget		\$48,000.00	

EXHIBIT D INVOICE TEMPLATE

Central Florida HIDTA Quarterly Agency Invoice

Agency Name:	Invoice Date:		
Agency Address:		Quarter Ending:	
	Α	gent Name:	
E Mail Address:			
DESCRIPTION	ſ	AMOUNT	
Overtime Reimburs	sement		
Fuel Reimbursemer	nt	\$0.00	
Vehicle Lease Rein	nbursement	\$0.00	
	Total		
Overtime:	Required Documen Log of HIDTA hours worked		
	Copy of payroll detail showing hours paid and hourly rate Copy of check stub showing overtime payment for HIDTA hours Documentation of overtime cycle if different than pay period		
Fuel:	Copy of each fuel receipt Proof of payment (check or credit card statement)		
Vehicle Lease:	Copy of invoice Proof of payment (check or credit card sta	atement)	
Please submit this invoi month following the en	ce and all backup documentation to the Task ld of the quarter.	Force Supervisor by the 15th day of the	
Task Force Supervisor	Approval:	Date:	