

THE UNIVERSITY OF SOUTH FLORIDA

**SPONSORED RESEARCH PURCHASE EXEMPTION
FROM GENERAL ACCOUNTING AND PURCHASING PROCEDURES**

Under the provision of Section 1004.22, Florida Statutes, the exemption of the following purchase is recommended.

DESCRIPTION: Okeechobee Education Foundation, Inc.
Subagreement #3700-0017-00-K

PURPOSE: To perform the services as described in the project funded by the Helios Education Foundation.

JUSTIFICATION: The services to be provided Okeechobee Education Foundation, Inc. were approved by the Helios Education Foundation. Due to time constraints, because it is more expeditious and efficient to the accomplishment of the project, and because funding to USF was contingent upon all parties participating and the expertise they house, this exception is granted.

DocuSigned by:

Stephanie Rios

7/18/2024 | 09:17

Stephanie Rios

Director

Sponsored Research

**FIXED PRICE SUBAGREEMENT
BY AND BETWEEN
UNIVERSITY OF SOUTH FLORIDA
AND
OKEECHOBEE EDUCATIONAL FOUNDATION, INC.**

Pass-through Entity (PTE): The University of South Florida Board of Trustees for University of South Florida	Subrecipient: Okeechobee Educational Foundation, Inc.
PTE Principal Investigator (PI): Cynthia DeLuca	Subrecipient Principal Investigator (PI): Alaina Barron
PTE Award No:	Subaward No.: 3700-0017-00-K
Awarding Agency: Helios Education Foundation	Award Issue Date:
Amount Funded This Action: \$3,000	UEI:
Project Title: FCAN College Ready Florida Enhancement Program	Subaward Period of Performance: Start: 08/15/2023 End: 05/15/2024
Facilities and Administration Costs: Yes No <input checked="" type="checkbox"/>	Indirect Cost Rate Applicable: <u>0</u> %
Is this Award R & D: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Check all that apply: Subject to FFATA <input type="checkbox"/> Reporting Requirements <input checked="" type="checkbox"/> Cost Sharing <input type="checkbox"/>

THIS SUBAGREEMENT (“**Agreement**”) is entered into by The University of South Florida Board of Trustees for the Florida College Access Network at the University of South Florida (“**University**” or “**FCAN**”) and Okeechobee Educational Foundation, Inc. (“**Subrecipient**”), in connection with the University’s grant from the Helios Education Foundation (“**Foundation**”). The University hereby retains the Subrecipient to participate in the project entitled “FCAN College Ready Florida Enhancement Program.” In consideration of their mutual promises and obligations contained in this Agreement, the parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Agreement begins **August 15, 2023** and ends **May 15, 2024**. The term may be extended by mutual written agreement of the parties.

II. WORK PLAN / PROJECT ADMINISTRATION.

The Subrecipient will perform the activities described in Attachment 1, Scope of Work and Grant Narrative, in accordance with the terms and conditions of this Agreement and in compliance

with all applicable laws and regulations. The Subrecipient Project Director named below will direct Subrecipient's activities under this Agreement.

The contact information for the parties is as follows:

For the Subrecipient:

Project Director:

Alaina Barron
2229 NW 9th Ave
Okeechobee, FL 34972
Phone: (863) 697-3471
Email: alaina@edfoundationofokee.org

For the University:

Project Director:

Cynthia DeLuca
Vice President for Student Success
University of South Florida
Office of the Provost and Executive Vice President
4202 E. Fowler Avenue, CGS401
Tampa, Florida 33620
Phone: (813) 974-3077
deluca@usf.edu

Administrative contact:

Stephanie Rios
Director
USF Sponsored Research
4019 E. Fowler Avenue, Suite 100
Tampa, FL 33617-2008
(813) 974-6095

III. ALLOCATION OF FUNDS

The University agrees to compensate the Subrecipient on a fixed price basis, as per Attachment 2, for an amount of **\$3,000**. Reimbursement of travel expenses would be subject to F.S. 1004.22. However, this is a Fixed Price Subagreement and payment is based on performance and not reimbursement of cost. Payments will be made based on the schedule found in Attachment 2. It is further agreed that all invoices (Attachment 3) should reference the Subagreement Number, contain an original signature of an authorized official of the Subrecipient and should be sent to the University's Project Director for approval (see Article II for the address).

The University's performance and obligation to pay under this Subagreement is contingent upon an annual appropriation by the Legislature, to the extent, if any, that appropriated funds are involved in the performance of this Subagreement.

Subrecipient agrees to maintain expenditure documentation in detail sufficient for a proper invoice evaluation in the event that it is warranted. This includes Subrecipient's official payroll ledgers and the most recent certified effort report or manual effort attestation for the most recent reporting period for those individuals not required to certify effort.

The funds provided under this Subagreement may not be expended for the purpose of lobbying the Florida Legislature or a State of Florida agency.

IV. PERFORMANCE DEFICIENCY

If University determines that the performance by the Subrecipient is unsatisfactory, the University will notify the Subrecipient of the deficiency to be corrected. The correction shall be made within the time-frame specified by the University. The time frame given will depend on the nature of the deficiency. If the deficiency is not adequately remedied within the specified timeframe, University may withhold payment of the subaward until such deficiency is corrected.

V. PAYMENT RESPONSIBILITIES

The University shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty for delay in payment shall be in accordance with applicable law.

In accordance with 2 CFR Chapter 2 §200.201(b)(3), upon completion of the work described in Attachment 1 Subrecipient must certify in writing to the University that the project was completed and the level of effort was expanded. If the required level of activity or effort was not carried out, the amount of the award must be adjusted.

The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at (813) 974-2481.

VI. INDEPENDENT CONTRACTORS.

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities under this Agreement and from the acts or omissions of its respective officers, agents, and employees.

VII. AUDIT REPORTS

Subrecipient agrees to comply with the requirements of The Electronic Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) otherwise referred to as 2 CFR §200. Subrecipient further agrees to provide University with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this Subagreement. In cases of such non-compliance, Subrecipient will provide copies of responses to auditors' reports and a plan for corrective action within 30 business days. All records and reports prepared in accordance with the requirements of 2 CFR §200 shall be available for inspection by the University or the Agency during normal business hours.

Subrecipient agrees to provide to University a copy of any audit-related management or audit letter issued during the Subagreement period of performance, within two weeks of receipt by the Subrecipient. Failure to provide this documentation will constitute a breach of contract. In the event that the University identifies a breach of this provision, the University will provide Subrecipient with written notice of such breach. Subrecipient will be provided 10 days to cure such breach. Failure to cure such breach may result in a withholding of payments and/or termination of the Subagreement in whole or in part.

Upon review of the audit or management letter, University may request, in writing, that Subrecipient submit a corrective action plan to cure any significant deficiencies or material weaknesses identified in the letter. If required by the University, Subrecipient agrees to submit the corrective action plan to the University in writing within thirty (30) days and consents to implement these measures within 60 days.

The Subrecipient shall be responsible for payment of any and all audit exceptions that are identified by the audit agency. Payments to Subrecipient for costs found to be unallowable by such audit shall be refunded directly to the University by the Subrecipient.

VIII. PUBLIC RECORDS

University is a public entity of the state of Florida and is therefore subject to the provisions of Chapter 119, Florida Statutes ("Florida Public Records Act"). University reserves the absolute right to interpret its legal obligations under the Florida Public Records Act.

This Subagreement may be canceled by the University without prior notice for refusal by the Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subrecipient in conjunction with this Subagreement.

IX. TERMINATION

This Subagreement may be terminated by either party upon no less than 30 days' notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Subrecipient, as well as any non-cancellable obligations.

In the event that Subrecipient's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, University shall have the option to terminate this Subagreement.

X. NON-DISCRIMINATION

As a condition of this contract the Subagreement agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

XI. DELEGATION OF AUTHORITY

This Subagreement is valid and enforceable only upon being signed by persons authorized to bind the Subagreement hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature in order to bind the University hereto.

XII. PUBLIC ENTITY CRIME

In accordance with F.S. 287.133(2)(a), a Subrecipient, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit in bids or proposals, may not be awarded or perform work or transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for category Two for a period of 36 months from the date placed on the list.

XVI. AWARD CLOSEOUT

Subrecipient is required to submit one original report to the University as outlined below. University accepts electronic submissions using e-mail and pdf attachments.

<u>Report Type</u>	<u>Submit to University</u>	<u>Due</u>
Progress Report	Principal Investigator	Upon request by University PI to allow University to complete its annual report to Agency
Final Report	Principal Investigator	No later than 15 days after the end date of the period of performance
Final Invention Statement	Authorized Official or Administrative Contact	Within 60 days from Subagreement expiration date
Final Invoice	Authorized Official or Administrative Contact	No later than 15 days after the end date of the period of performance
Overpayment, Unearned Payment, or Refunds	Authorized Official	Within 30 days of the Subagreement expiration date
Acquisition of Real or Personal Property	Authorized Official or Administrative Contact	No later than 30 days after the end date of the period of performance

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Agreement, which includes Attachments 1, 2, and 3, to be executed by their undersigned authorized officials.

The University of South Florida Board of Trustees

Reviewed by:

DocuSigned by:
Cynthia DeLuca
Cynthia DeLuca
University Project Director
Office of the Provost and Executive VP
University of South Florida

SR Review: ^{DS}
EL

SIGNED BY:

DocuSigned by:
Stephanie Rios
Stephanie Rios
Director
Sponsored Research
University of South Florida

Date: 7/18/2024 | 09:17 EDT

Okeechobee Educational Foundation, Inc.
Okeechobee, FL

By: *[Signature]*
Signature of Authorized Representative

ATTACHMENT 1
SCOPE OF WORK AND GRANT
NARRATIVE SUBAGREEMENT #
3700-0017-00-K

See the following pages for Scope of Work and Grant Narrative

**ATTACHMENT 2
METHOD OF PAYMENT
SUBAGREEMENT #3700-0017-00-K**

This is a fixed price subagreement for the amount of **\$3,000** to be invoiced upon execution.

**ATTACHMENT 3
INVOICE
SUBAGREEMENT # 3700-0017-00-K**

Date: 07/16/2024

Subrecipient Name and Address:

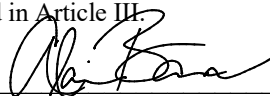
Education Foundation of Okeechobee 2229 NW 9th Ave. Okeechobee, FL 34972
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Brief Description:

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Submission Deadline:

Subrecipient will submit invoices according to schedule outlined in Article III.



Signature of Subrecipient's Authorized Representative

Amount of Request: _____.

Total Year to Date Requested: _____.

Submit to:

Charleita Richardson
4202 E. Fowler Avenue, ALN1851
Tampa, Florida 33620
Phone: (813) 974-0141

Signature to approve invoice payment

**ATTACHMENT 4
FOUNDATION GUIDELINES
SUBAGREEMENT #3700-0017-00-K**

**GRANT AGREEMENT BETWEEN
HELIOS EDUCATION FOUNDATION
AND UNIVERSITY OF SOUTH FLORIDA FOUNDATION**

This Grant Agreement (the Agreement) is made this 20th day of January, 2021, between **Helios Education Foundation** (the Foundation) and **University of South Florida Foundation**, a Florida nonprofit corporation (Grantee). This Agreement sets forth the entire understanding between Foundation and Grantee with respect to the purpose, conditions, recognition and administration of Foundation's grant to the Grantee as specifically described in Exhibit "A" attached hereto and incorporated herein (the Fund).

1. **Purpose of the Fund.** Grantee agrees to use the Fund to establish an expendable fund as further described in Exhibit "A." No portion of the funds shall be used to influence legislation, to influence the outcome of any election, or to carry on any voter registration drive.
2. **Amount and Source of the Fund.** The Fund is established through a grant, donated by Foundation to Grantee in the amount of [REDACTED] (Grant). The Foundation may make additional grants to the Fund at any time and have such assets administered and distributed in accordance with this Agreement.
3. **Conditions of the Fund.** The Fund shall be expended as set forth in Exhibit "A."
4. **Use of Fund.** The Fund will be used exclusively as described in Exhibit "A."
5. **Investment Authority.** The Fund will be invested in accordance with the investment policies of Grantee as established from time to time by Grantee. For purposes of investment only, Grantee may hold, invest and reinvest the Fund as one or more common funds and make joint investments of funds belonging to it. At all times the Fund will be separately accounted for in Grantee's books and records.
6. **Administration of the Fund.** The Fund will be administered by Grantee, acting in accordance with this Agreement. Any distributions to be made from the Fund will be made so long as they do not violate this Agreement, any rules, policies, or procedures promulgated by Grantee from time to time, nor any of the rules and regulations of the Internal Revenue Service as they may exist from time to time and which are applicable to Grantee. In the event that any payment required of Grantee hereunder would violate the same, Grantee may refrain from said action and may take other action to accomplish the intent of Foundation as expressed herein.
7. **Recognition.** Recognition of Foundation's Grant shall be made as set forth in Exhibit "A."
8. **Announcement of the Fund.** Foundation and Grantee shall work together on an initial announcement of the Fund. Announcement of the Fund, including amount and descriptions of contributions, may be made in any Foundation or Grantee publication. Each party will have the opportunity to review and modify, prior to publication, formal press releases, feature articles or other widely distributed recognition mechanisms proposed by another party.

9. **Change in Use.** If the Fund's purpose ever becomes impracticable or the Grant cannot be used in the manner set forth in this Agreement, the funds, and income earned thereon, not expended or committed for the purposes of the Grant must be repaid to the Foundation or its legal successor or successors in interest unless the Foundation authorizes an alternate use in writing. If at such time the Foundation is not in existence and has no legal successor, then the Grantee's Board of Directors has authority to direct the Fund to be used for such purposes as it deems consistent with the original intent of the Foundation.
10. **Representatives and Successors Bound.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors.
11. **Terminating Events.** Upon the occurrence of one of the following events, this Agreement and any outstanding obligations of Foundation hereunder terminate and all amounts held in the Fund shall be returned to Foundation:
 - a. Grantee is no longer recognized by the Internal Revenue Service as a tax-exempt organization described in Section 501 (c)(3) of the Internal Revenue Code (the "Code"), and as a public charity described in Section 509(a)(1) or 509(a)(2) of the Code and not a private foundation within the meaning of Section 509(a) of the Code.
 - b. Grantee ceases to exist; or
 - c. Foundation determines that the Fund has been expended other than in accordance with the terms of this Agreement without its prior written consent.
12. **Entire Agreement; No Amendment.** This Agreement constitutes the full and complete agreement by and between the parties and supersedes all prior written or oral agreements and/or discussions related to its subject matter. This Agreement may not be amended, altered or modified unless in writing signed by all parties; provided, however, that no amendment, modification or alteration will (i) result in the Fund being treated as a separate trust, and (ii) affect the tax-exempt status of Foundation or Grantee as organizations described in Section 501 (c)(3) of the Code.
13. **Governing Law.** The Agreement is governed by and interpreted in accordance with the laws of the State of Arizona. Grantee hereby irrevocably consents to personal jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona with respect to any actions, claims or proceedings arising out of or in connection with this Agreement.
14. **Public Charity Status.** Grantee confirms that it has been determined by the Internal Revenue Service to be an organization described in Section 501 (c)(3) of the code and is classified as a public charity under Section 509(a)(1) of the Code, and that this status has not been revoked or modified and continues in full force and effect. Grantee represents and warrants that the receipt of the Grant from Foundation described herein will not adversely impact its 509(a)(1) status.

[Signatures appear on following page.]

HELIOS EDUCATION FOUNDATION

/Barbara Ryan Thompson/

Date Signed: February 09, 2021

Barbara Ryan Thompson, Executive Vice President & COO

UNIVERSITY OF SOUTH FLORIDA FOUNDATION

/Jay Stroman/

Date Signed: February 12, 2021

Jay Stroman, CEO

EXHIBIT "A"

**GRANT AGREEMENT BETWEEN
HELIOS EDUCATION FOUNDATION
AND UNIVERSITY OF SOUTH FLORIDA FOUNDATION
JANUARY 20, 2021**

GRANT DETAILS

1. **Purpose of the Grant.** The purpose of the Grant is to establish an expendable fund to provide capacity and network support to the Florida College Access Network (FCAN), building on FCAN's past success and supporting implementation of its 2020-2025 strategic plan. Elements of the FCAN Capacity and Network Support are included in detail in the Community Investment Proposal (the Proposal) submitted to the Foundation on October 29, 2020, incorporated herein as a component of this Agreement.
2. **Conditions of the Fund.** The total amount of the Foundation's Grant shall not exceed \$ [REDACTED] and shall be paid to Grantee in 3 installments over a 36-month period (the "Grant Term"), subject to the satisfactory completion of established deliverables, as set forth in Attachment "A," Deliverables and Timeline. The Grantee may transfer funds as necessary to the USF Division of Sponsored Research for administration in accordance with their procedures to be utilized in alignment with the Helios approved budget.

The initial installment of [REDACTED] shall be paid upon receipt of a countersigned copy of this agreement.

Subsequent payment shall occur according to the following schedule:

[REDACTED]

Foundation will retain [REDACTED] to be paid directly to a mutually agreed upon evaluation firm.

The Foundation reserves the right to delay disbursements when Grantee has significant unexpended funds on hand.

3. **Program Budget.** Utilization of the funds shall occur over the Grant Term as determined by the program budget submitted to the Foundation in the Proposal. Material modifications to the budget of over 10% require pre-approval from the Foundation. The Grantee may delegate the management of the program budget to the USF Division of Sponsored Research.
4. **Recognition.** Any use of the Foundation logo and/or name, preparation and distribution of news

releases or promotional materials, development of a public relations strategy including special events, news conferences, or other public announcement regarding the Grant, shall be coordinated with the Foundation's marketing and communications department.

5. **Reporting Requirements.** As a component of the oversight process, the Foundation shall have the option to conduct site visits and observe grant activities. The grantee shall provide interim and final reports as itemized in Attachment A. The Foundation requires that reports be completed in the Foundation's web-based form.

ATTACHMENT "A"

GRANT AGREEMENT BETWEEN HELIOS EDUCATION FOUNDATION AND UNIVERSITY OF SOUTH FLORIDA FOUNDATION JANUARY 20, 2021

DELIVERABLES AND TIMELINE

Interim reports are due on the following dates:
July 31, 2021; January 31, 2022; January 31, 2023.

Reports are to be completed in the Foundation's web-based form. Access to the form will be provided in advance of the due date. The report is to include:

- Direct and indirect participant numbers
- Geographic site data
- Indication of which activities identified in the proposal took place, with quantified numbers provided for any teacher professional development or mentoring hours, and numbers and amounts of any scholarships, internships, or stipends provided
- Status of project implementation plan, incorporated in the reporting version of the proposal's Implementation Plan: Milestones, Activities, & Timeline Table, including report of interim measurements and indicators as well as sustainability and evaluation progress
- Response to Foundation-provided guiding questions aligned to the overall intent of the Grant
- Description of implementation challenges and resulting modifications
- Financial reporting following the format of the proposal budget, to include amount expended against project budget and additional funding or other resources leveraged (required only at annual intervals unless significant budget revisions are requested or the Foundation requests more frequent reporting)
- Optional success story(s)

A final, aggregate report will be due **January 31, 2024**. The Report is to be completed in the Foundation's web-based report form. Access to the form will be provided in advance of the due date. The report is to include:

- Aggregate direct and indirect participation numbers
- Summary of geographic site(s) impacted across the full term of the Grant
- Indication of which activities identified in the proposal took place, with aggregate quantified numbers provided for any teacher professional development or mentoring hours, and aggregate numbers and amounts of any scholarships, internships, or stipends provided
- Final status of project implementation, incorporated in the reporting version of the proposal's

Implementation Plan: Milestones, Activities, & Timeline Table, including any evaluation and sustainability efforts

- Description of the degree to which the Grant objectives were met
- Final, comprehensive, financial accounting for all Grant funds