

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: Greater Tallahassee Chamber of Commerce.
Subagreement #3700-0021-00-F

PURPOSE: To perform the services as described in the project funded by the Bill and Melinda Gates Foundation

JUSTIFICATION: The services to be provided by Greater Tallahassee Chamber of Commerce were approved by the Bill and Melinda Gates 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
Stephanie Rios
Director
Sponsored Research

4/29/2024 | 1

**FIXED PRICE SUBAGREEMENT
BY AND BETWEEN
UNIVERSITY OF SOUTH FLORIDA
AND
GREATER TALLAHASSEE CHAMBER OF COMMERCE**

Pass-through Entity (PTE): The University of South Florida Board of Trustees for University of South Florida	Subrecipient: Greater Tallahassee Chamber of Commerce
PTE Principal Investigator (PI): Cynthia DeLuca	Subrecipient Principal Investigator (PI): Corrie Melton
PTE Award No:	Subaward No.: 3700-0021-00-F
Awarding Agency: Bill and Melinda Gates Foundation	Award Issue Date:
Amount Funded This Action: \$14,000	UEI:
Project Title: LCAN Advocacy Foundation	Subaward Period of Performance: Start: 9/12/2023 End: 03/24/2024
Facilities and Administration Costs: Yes No <u>X</u>	Indirect Cost Rate Applicable: 0 %
Is this Award R & D: Yes __ No <u>X</u>	Check all that apply: Subject to FFATA __ Reporting Requirements <u>X</u> Cost Sharing __

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 Greater Tallahassee Chamber of Commerce (“**Subrecipient**”), in connection with the University’s grant from the Bill and Melinda Gates Foundation (“**Foundation**”). The University hereby retains the Subrecipient to participate in the project entitled “LCAN Advocacy Foundation.” 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 **September 12, 2023** and ends **March 24, 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:

Corrie Melton
300 E. Park Ave.
Tallahassee, FL 32301
Phone: (850) 224-8116
Email: cmelton@talchamber.com

Administrative Contact:

Morgan Evers
P.O. Box 1639
Tallahassee, FL 32302
Phone: (561) 676-5043
Email: morganmevers@gmail.com

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
Interim 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 **\$14,000**. 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 expended. 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
Interim Director
Sponsored Research
University of South Florida

Date: 4/29/2024 | 17:54 EDT

Greater Tallahassee Chamber of Commerce
Tallahassee, FL 32302

By: *Shawn Bell*
Signature of Authorized Representative

ATTACHMENT 1
SCOPE OF WORK AND GRANT NARRATIVE
SUBAGREEMENT # 3700-0021-00-F

See the following pages for Scope of Work and Grant Narrative



FCAN Advocacy Fellowship and LCAN Mentor Experience

FCAN is committed to increasing our policy and advocacy work throughout Florida. In order to focus on incorporating the student voice in this space, FCAN's third iteration of the advocacy fellowship will be restructured to increase student participation and bring in LCAN leaders to serve as mentors. The fellowship will include an additional number of trainings, allowing students to learn more about Florida's legislative landscape, how to become an effective advocate, and provide additional time for story building. The fellowship will run from September 2023 to March 2024 and there will be a stipend available for your participation.

What will mentors gain from the experience?

FCAN will offer the mentorship opportunity to LCAN leaders that previously participated in the first (2021-2022) or second (2022-2023) advocacy fellowship. Through this opportunity, mentors will join the students in the training sessions to guide the student fellows throughout the process, based on knowledge and expertise from previous participation. However, mentors are **not** responsible for building their own LCAN story and participation in Advocacy Days, in January, is encouraged but not required.

FCAN will select up to 4 LCAN leaders, based on the number of student fellows selected.

In January 2024, selected LCAN mentors will have the option to join the student fellows and FCAN in Tallahassee for two advocacy days to meet with state legislators and educate them about FCAN's collective work and how they can support Florida postsecondary students. FCAN will award each selected LCAN \$5,000 to support their participation. Furthermore, FCAN will provide hotel accommodations for advocacy days in Tallahassee.

What is expected of mentors?

Requirements include:

- Participate in all meetings (listed below) as a mentor to a team of up to 4 students
- Receive the student stipends (\$3,000 each), in addition to LCAN stipend (\$5,000) and disburse payments to students on FCAN's behalf
- Guide the assigned student team through training meetings and assist with story building
- Encouraged attendance to FCAN Advocacy Days in January 2024

Not required (based on previous fellowships):

- Student recruitment
- Assist students in Tallahassee travel
- Development of LCAN story and LCAN collateral

What does the fellowship include?

Students will participate in a series of virtual trainings to prepare them for in-person meetings with policymakers and state leaders in January 2024. Mentors will be responsible for participating in all



virtual trainings and provide guidance to their student team throughout.

Selection Timeline:

July 26 – August 25, 2023: Application open for students

- LCAN mentorship applications are due by August 25th

September 1, 2023: Student fellows are selected and notified

- LCAN mentors will also be selected and notified
- Student teams will be created ahead of the kickoff meeting

Fellowship Timeline:

September 2023

September 19th, from 3:00 – 4:30 PM (ALL): Kickoff meeting

- Overview of FCAN and fellowship requirements, group introductions, Florida Legislative overview, and FCAN's 2024 advocacy agenda

September 26th, from 3:00 – 4:30 PM (ALL): Session #1

- Advocacy 101

October 2023

October 10th, from 3:00 – 4:00 PM (ALL): Session #2

- Storytelling in Action

October 31st, from 3:00 – 4:30 PM (ALL): Session #3

- Requesting and Prepping for Meetings

November 2023

November 14th, from 3:00 - 4:00 PM (ALL): Session #4

- Working Session

December 2023

December 5th, from 3:00 – 4:00 PM (ALL): Session #5

- Capitol and Advocacy Days Logistics

January 2024



FCAN Advocacy Days in Tallahassee: Second week of Session

- January 16th and January 17th
 - Arrival on Monday afternoon, January 15th
- LCAN Mentors: encouraged but not required

March 2024

March 29th by 5PM: student stories due

How can LCANs apply to be mentors?

To apply for the fellowship and serve as a mentor, please fill out the application on the next pages. If you have any questions, please contact Deborah Martin at 813-598-5364 or deborah38@usf.edu.



Application

Name: Morgan M. Evers

LCAN: ASPIRE Capital Region

Title/Role: Coordinator/Leadership

Phone: 561-676-5043

Email: morganmevers@gmail.com

Please keep all open-ended responses to 250 words or less.

1. Please share why you are interested in participating in the FCAN advocacy fellowship as a mentor? Mentorship to me is an opportunity to empower and educate individuals in areas they are interested in that you have experience and a knowledge base in. It is time that students/individuals/fellows commit to or are required to dedicate their time to, as a part of a program, and it is time in a number of hours that they will never get back. I have had interns/practicum students for 10 years from FSU and FAMU because I believe in exposing and sharing as much as possible in the the short time I have them so that they can better understand their interests, play to their strengths, explore curiosities, and set real goals in life going forward. If nothing else, mentorship is a time to motivate and encourage others to challenge themselves in areas they love or are interested in. I too learn a lot from working with students and individuals. Everyone comes from a different background and have different perspectives. I enjoy pouring into others and opening their eyes to a variety of systems, and it would be an honor to be a mentor for this next FCAN advocacy fellowship cohort.
2. Please share your experience from your time as an LCAN fellow and how that will assist you in becoming an LCAN mentor? Last year, I was an LCAN fellow and was able to support two individuals through the virtual meetings, additional online meetings and calls, and in person during Advocacy Days at the Capitol. The two student fellows I had were students I recruited. Even though I had learned their stories before we launched the cohort, their stories evolved over the LCAN fellowship into stories that were powerful and delivered to leaders in Florida successfully. I watched my two student fellows grow tremendously in their confidence, their willingness, their motivation, and their strengths to use their voices and stories to advocate for positive change. It was a wonderful experience. I was excited to hear about the LCAN mentor application because it was such a moving and rewarding experience last year.
3. For this fellowship, you must commit to working with postsecondary students and serving as their mentor. Are you comfortable coordinating with students in this way? Yes. I am familiar with mentoring/supervising postsecondary interns and practicum students. It is something I have chosen to do willingly for a decade because I believe in supporting youth/young adults when they have the time to dedicate to learning and absorbing new experiences and conversations. Fellowships and internships are both periods of time college students can give while in college, but once they graduate, they are set into motion



in the real world. I believe in taking advantage of that time so they can learn as much as possible!

**ATTACHMENT 2
METHOD OF PAYMENT
SUBAGREEMENT #3700-0021-00-F**

This is a fixed price subagreement for the amount of **\$14,000** to be invoiced upon execution.

FCAN Advocacy Fellowship Budget
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9/12/23 - 3/24/24

<u>Budget Category</u>	<u>Amount</u>
Personnel	
-#1 Student Stipend	\$ 3,000.00
-#2 Student Stipend	\$ 3,000.00
-#3 Student Stipend	\$ 3,000.00
Expenses/Supplies	
<i>Personnel - LCAN Coordinator/Mentor</i>	\$5,000
<i>-(please itemize)</i>	type in amount
<i>-(please itemize)</i>	type in amount
<i>-(please itemize)</i>	type in amount
Total:	\$ 14,000.00

(Not to exceed \$14,000)

**ATTACHMENT 3
INVOICE
SUBAGREEMENT # 3700-0021-00-F**

Date:

Subrecipient Name and Address:

Brief Description:

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:
Braulio Colon
4202 E. Fowler Avenue, ALN185
Tampa, Florida 33620

Signature to approve invoice payment

**ATTACHMENT 4
FOUNDATION GUIDELINES
SUBAGREEMENT #3700-0021-00-F**

GRANT AGREEMENT
Investment ID INV-034615

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible for free or at an affordable price to create awareness and more informed public debate about issues concerning global health, global development and U.S. education among engaged individuals and organizations to build support for the Foundation's priorities in these areas.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the