

## SUB AWARD AGREEMENT

Institution/Organization (“Prime Recipient”)

Name: Cincinnati Children’s Hospital Medical Center

Awarding Agency:

Toyota Motor North America, Inc.

Institution/Organization (“Sub Recipient”)

Name: City of Orlando Police Department

Total Amount Funded:

\$15,000

Sub Award Period of Performance: August 1, 2022 – July 31, 2023

Project: “Buckle up for Life” (“BUFL”) or “Abróchate a la Vida”

Reporting Requirements: See Attachment 4

- 1) Prime Recipient hereby awards an initial fixed fee sub award, as described above, to Sub Recipient. The statement of work and budget for this sub award are shown in Attachment 5. Additional, supplemental sub awards may be awarded by Prime Recipient to Sub Recipient, throughout the period of performance indicated above, for specific purposes to be defined and to be documented by invoice, if and as funds become available, and if and as sub recipient qualifies. The terms of this same agreement will govern any such supplemental sub awards, if and when they exist. In its performance of any and all sub award work, Sub Recipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall disburse to Sub Recipient funding shown in Attachment 5 upon execution of this sub award agreement. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party’s Financial Contact as shown in Attachments 3A & 3B. Both parties acknowledge and agree that the terms of this agreement are commercially reasonable, and the payments provided are consistent with fair market value for general commercial purposes without regard, directly or indirectly, to the volume or value of any referrals or other business generated or which could in the future be generated between the parties.
- 3) Sub Recipient shall not use corporate or trade names, trademarks, service marks, brand names, logos, label designs, product identification, decals, artwork, domain names, social media handles and other intellectual property of third parties, Awarding Agency and Prime Recipient, including without limitation such party’s parents, subsidiaries or affiliates including without limitation those of Awarding Agency except for those approved by Awarding Agency and Prime Recipient and then only for the period of time approved by Awarding Agency and/or Prime Recipient and for the uses approved by such parties. The official Buckle Up for Life logo lockup includes logos of Toyota North America, Inc., Prime Recipient, and Buckle Up for Life and may not be altered in any way, without prior written approval of Prime Recipient. Sub Recipient agrees to provide public recognition of Awarding Agency’s role as lead or primary sponsor of the Project in accordance with instructions received from Prime Recipient. Sub Recipient acknowledges that all sponsorship, advertising and/or promotional activities related to the Project require Prime Recipient’s prior written approval, which may be withheld for any reason.
- 4) Every Buckle Up for Life car seat check event or educational activity executed under this sub award agreement shall be recognized solely as a “Buckle Up for Life” event and shall not be considered and shall not be recognized as an activity of any other organization or safety coalition.
- 5) All car seat check liability exempt forms shall meet Sub Recipient’s legal requirements. Neither Awarding Agency nor Prime Recipient provide coverage for liability insurance.
- 6) Matters concerning the technical performance of this sub award should be directed to the appropriate party’s Program Lead, as shown in Attachments 3A and 3B. Technical reports are required as shown above, “Reporting Requirements.”
- 7) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this sub award agreement, and any changes requiring prior approval, should be directed to the appropriate party’s

Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this sub award agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, agents, officers, trustees or directors, to the extent allowed by law.

9) Sub Recipients are responsible for lending reasonable program related public relations and marketing support to Prime Recipient.

10) Either party may terminate this sub award with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. In this case, Sub Recipient must return unused award funds to the Prime Recipient, in a timely manner; the Prime Recipient will prepare and send an invoice to the Sub Recipient for processing.

11) No-cost extensions will only be considered under extenuating circumstances and will require the approval of the Prime Recipient. Requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

13) The sub award is subject to the special terms and conditions, as identified in Attachment 2.

By an Authorized Official of Prime Recipient

By an Authorized Official of Sub Recipient

Cincinnati Children's Hospital Medical Center

City of Orlando Police Department

Name: James Saporito

Name: \_\_\_\_\_

Title: Senior Vice President of Development

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1  
Sub Award Agreement  
Certifications and Assurances  
Buckle up for Life or Abróchate a la Vida**

Not applicable.

**Attachment 2**  
**Sub Award Agreement**  
**Prime Award Terms and Conditions**  
**Toyota Motor North America, Inc.**  
**Buckle up for Life or Abróchate a la Vida**

**Special terms and conditions:**

Confidential Information: A party (the “**Disclosing Party**”) may occasionally furnish to the other party (the “**Receiving Party**”) confidential or non-public information, which is marked “confidential”, or which is by its nature confidential (the “**Confidential Information**”). Confidential Information does not include information that (i) is already, or otherwise becomes, publicly known by third parties as a result of no act or omission of the Receiving Party; (ii) is lawfully received, after disclosure hereunder, from a third party having the right to disseminate the information without restriction on disclosure; or (iii) has at any time been made public by the Receiving Party with the Disclosing Party’s prior approval. The Receiving Party shall maintain such Confidential Information in strict confidence and such Confidential Information shall be used solely in connection with this Agreement or as may be authorized by the Disclosing Party, except to the extent disclosure is required pursuant to a subpoena or other validly issued administrative or judicial process, and advance notice is provided to the Disclosing Party. All Confidential Information shall be returned to the Disclosing Party within thirty (30) days of termination of this Agreement, or at any time upon request. Neither the termination of this Agreement nor the return of such information shall terminate such confidentiality obligations.

Intellectual Property: Unless otherwise agreed to in writing by Prime Recipient, all written, printed, filmed, taped or other copyrightable material provided or prepared in the performance of this Agreement (“**Project Material**”) shall be and will remain the property of Prime Recipient. Project Materials shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, websites, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Prime Recipient or the Sub Recipient, and their employees, agents, or subcontractors. Prime Recipient grants Sub Recipient a non-exclusive, nontransferable, royalty-free license to reproduce, disseminate and display such Project Material(s) for its internal use for the purpose of the Project and only for the term of this Agreement. Sub Recipient shall not modify or amend any Project Materials or create any derivative works or improvements thereto (all such modifications, amendments, improvements of derivative works collectively referred to as “**Modifications**”) without the prior written consent of Prime Recipient. Modifications, whether authorized or unauthorized, will be solely owned by Prime Recipient and shall be subject to the limited licenses and restrictions set forth in this Agreement with respect to Project Materials. Sub Recipient agrees to attribute the Project Materials in accordance with Prime Recipient’s direction. Sub Recipient agrees that it shall have no right, title or interest in any materials provided by Awarding Agency for incorporation in the Project Materials or in any Marks. Marks are defined as corporate or trade names, trademarks, service marks, brand names, logos, label designs, product identification, decals, artwork, domain names, social media handles and other intellectual property of Awarding Agency and Prime Recipient, including without limitation either of those party’s parents, subsidiaries or affiliates.

Grantee Representations, Warranties and Covenants.

(a) Sub Recipient hereby represents, warrants and covenants that Sub Recipient is duly organized, validly existing and in good standing as either a federally qualified tribal nation, a public service agency (such as a local government, health department, or police/fire/EMS department), or a nonprofit corporation under the laws of the jurisdiction in which Sub Recipient is incorporated. Sub Recipient is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(3) of the Code, which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Sub Recipient has delivered to Prime Recipient. Sub Recipient further warrants and represents

that to the best of Sub Recipient's knowledge, the facts and circumstances forming the basis for the issuance of said rulings or determination letters have not substantially changed since the date of issuance thereof and such rulings or letters have not been revoked. Sub Recipient will inform Prime Recipient immediately of any change in, or any IRS proposed or actual revocation or modification (whether or not appealed) of, its tax status described above, and Prime Recipient may, in its sole and absolute discretion, terminate this Agreement effective as of the date of such revocation or modification.

(b) Sub Recipient hereby represents, warrants and covenants that the funding provided pursuant to this agreement shall be used solely in compliance with the terms and conditions of this agreement.

(c) None of the execution and delivery of this Agreement by Sub Recipient, the consummation of the transactions contemplated hereby or compliance by Sub Recipient with any of the provisions hereof conflict with or result in any violation of or default under or give rise to the right of termination or cancellation under any provision of (i) the formation and governing documents of Sub Recipient; (ii) any contract or permit to which Sub Recipient is a party; or (iii) any order of any governmental body.

Compliance with Law. Sub Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), and any local governments or political subdivisions that may affect the performance of services under this agreement. Without limitation, Sub Recipient shall not discriminate against any person, nor shall any person be subject to discrimination in the performance of this agreement because of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin, veteran status or any other basis prohibited by applicable law.

Insurance. Sub Recipient shall maintain during the term of this Agreement, the following insurance coverages:

(a) Commercial general liability insurance with minimum coverage of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, including contractual liability, products and completed operations liability, and advertisers' liability;

(b) Employer's liability insurance with minimum coverage of One Million Dollars (\$1,000,000), and Sub Recipient will also comply with all applicable workers' compensation and/or other laws that may accrue in favor of any person employed by Sub Recipient in all states where Sub Recipient performs activities related to the Project;

(c) Automobile liability insurance on all owned, non-owned, and/or hired vehicles used in connection with the Project with minimum coverage of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance for the actual cash value of each such vehicle. Such coverage shall also apply to any vehicles owned and/or leased by Sub Recipient and used in connection with the Project (and/or its representatives, agents and contractors providing services for, and/or being present at, any Project event). Unless otherwise specifically agreed in writing by Prime Recipient, Sub Recipient's automobile insurance shall be primary to any insurance Prime Recipient or Awarding Agency or the insurance of any such party's parents, subsidiaries or affiliates Affiliate may have. Sub Recipient shall assume, irrespective of liability, no more than a One Thousand Dollar (\$1,000.00) deductible for each comprehensive or collision loss; and

(d) Umbrella liability insurance with a minimum amount of Four Million Dollars (\$4,000,000).

If self-insured for workers' compensation and general liability, auto liability and professional liability, the self-insured programs shall be/are in accordance with the current Tort Claims Act and Workers' Compensation laws. Sub Recipient will maintain an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured.

Authority. Nothing contained in this agreement shall be deemed to create the relationship of employer and employee, principal and agent, joint venturer or partner between the parties. Nothing in this agreement will be construed to constitute the parties as principal and agent, employer and employee,

partners, joint venturers, co-owners or otherwise as participants in joint undertaking. Neither party shall have the right or authority to bind the other party.

Prime Award: Sub Recipient will perform all duties in accordance with the agreement between Prime Recipient and Awarding Agency for the Project (“Prime Award”). Sub Recipient agrees to comply with all applicable obligations imposed on Prime Recipient contained in such Prime Award and grant rights to Prime Recipient which would be required for Prime Recipient to fulfill its obligations under the Prime Award. Furthermore, Sub Recipient provides Prime Recipient the same representations, warranties and covenants required of Prime Recipient in the Prime Award.

Sub Recipient shall ensure that all potential recipients and participants have access to the Project without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country or origin, first language, marital status, citizenship or immigration status.

**Attachment 3A  
Sub Award Agreement  
Prime Recipient Contacts  
Buckle up for Life or Abróchate a la Vida**

Sub award Number: \_\_\_\_\_

**Institution/ Organization (“Prime Recipient”)**

Name: Cincinnati Children’s Hospital Medical Center  
Address: 3333 Burnet Avenue  
City: Cincinnati State: OH Zip Code: 45229-3039

EIN No: 31-0833936 Reg in CCR? YES  NO  
D-U-N-S No.: 07-128-4913 Congressional District: OH01 Congressional District: \_\_\_\_\_

**Administrative Contact**

Name: Gloria Del Castillo – Sr. Specialist of Community Engagement/Trauma Services  
Address: Cincinnati Children’s Hospital Medical Center  
3333 Burnet Avenue, MLC 3019  
City: Cincinnati State: OH Zip Code: 45229-3039  
Telephone: 513-636-7849 Fax: 513-636-3827  
E-Mail: gloria.delcastillo@cchmc.org

**Program Manager/Lead**

Name: Patrick Edmunds – Program Manager  
Address: Cincinnati Children’s Hospital Medical Center  
3333 Burnet Avenue, MLC 3019  
City: Cincinnati State: OH Zip Code: 45229-3039  
Telephone: 513-636-2790 Fax: 513-636-3827  
E-Mail: patrick.edmunds@cchmc.org

**Financial Contact**

Name: Patrick Edmunds – Program Manager  
Address: Cincinnati Children’s Hospital Medical Center  
3333 Burnet Avenue, MLC 3019  
City: Cincinnati State: OH Zip Code: 45229-3039  
Telephone: 513-636-2790 Fax: 513-636-3827  
E-Mail: patrick.edmunds@cchmc.org

**Authorized Official**

Name: James Saporito – Department of Development  
Address: Cincinnati Children’s Hospital Medical Center  
3333 Burnet Avenue, MLC 3019  
City: Cincinnati State: OH Zip Code: 45229-3039  
Telephone: 513-636-2509 Fax: 513-636-7173  
E-Mail: james.saporito@cchmc.org

**Attachment 3B  
Sub Award Agreement  
Sub Recipient Contacts  
Buckle up for Life or Abróchate a la Vida**

**Institution/ Organization (“Sub Recipient”)**

Name: City of Orlando, Police Department

Address: 1250 W. South Street City: Orlando State: FL Zip Code: 32805

EIN No: 596000396

Institution Type:

City Government

<b>Administrative Contact</b>	
Name:	<b>Dr. Jennifer Keefe</b>
Address:	<b>1250 W. South Street Orlando, FL 32805</b>
Telephone:	<b>407-246-2480</b>
Fax:	<b>407-246-2556</b>
Email:	<b>Jennifer.keefe@orlando.gov</b>
<b>Program Manager/Lead</b>	
Name:	<b>Danielle Campbell</b>
Address:	<b>1250 W. South Street Orlando, FL 32805</b>
Telephone:	<b>407-246-2814</b>
Fax:	<b>407-246-3816</b>
Email:	<b>Danielle.campbell@orlando.gov</b>
<b>Financial Contact</b>	
Name:	<b>Jose Taitt</b>
Address:	<b>1250 W. South Street Orlando, FL 32805</b>
Telephone:	<b>407-246-3366</b>
Fax:	<b>407-246-2550</b>
Email:	<b>Jose.taitt@orlando.gov</b>
<b>Authorized Official</b>	
Name:	<b>Buddy Dyer, Mayor</b>
Address:	<b>400 N. Orange Avenue, Orlando, FL 32801</b>
Telephone:	<b>407-246-2121</b>
Fax:	
Email:	<b>Buddy.dyer@orlando.gov</b>



**Attachment 4**  
**Sub Award Agreement**  
**Reporting Requirements**  
**Buckle up for Life or Abróchate a la Vida**

Sub Recipient will complete and submit to Prime Recipient the following—which may be released in part or wholly to Awarding Agency, at any time, in accordance with Prime Award:

<b>Due Date</b>	<b>Report Type</b>	<b>Report Includes</b>
Ongoing; submission within 14 days of intervention	Intervention Summaries (one per activity/event)	Results of individual intervention activity; includes outputs: 1) number of people educated (children + teens + adults), and 2) number of free car seats distributed
03/01/23	Mid-Year Report	Mid-year status toward meeting program goals, and financial/spending update
09/01/23	Final Report	Final outputs, financial/spending report, and learnings

**Attachment 5  
Sub Award Agreement  
Statement of Work and Budget  
Buckle up for Life or Abróchate a la Vida**

*Statement of Work*

Sub Recipient will provide the following services:

- Participate in BUFL Partner Orientation (both days), as follows:

<b>Date</b>	<b>Location/Format</b>	<b>Details</b>
08/11/22 – Day 1	Virtual	Link to be provided
08/12/22 – Day 2	Virtual	Link to be provided

- Participate in ongoing planning phone calls and webinars with Prime Recipient and/or other BUFL sites, as scheduled; and communicate in a timely manner with Prime Recipient throughout the program year.
- Network and establish relationships with community organizations in the Sub Recipient’s catchment area, to facilitate the implementation of “Buckle Up for Life”. Partnerships may include those proposed in the Sub Recipient’s initial grant proposal and/or additional partnerships as needed.
- Schedule program implementation activities with each partner organization; confirm intervention timelines and communicate timelines with Prime Recipient.
- Execute program interventions, using approved BUFL curricula, materials, and practices.
- Track progress and meet or exceed expected program outputs (number of people educated, and number of seats distributed) for the base amount of the applicable sub award, per the table below:

<b>Award Type:</b>	Community Grant		
<b>Award Amount:</b>	\$15,000		
<b>Program Outputs:</b>	<b>Description:</b>	<b>Measure:</b>	<b>Details:</b>
	People Educated	225	children + teens + adults; using BUFL curriculum
	Car Seats Distributed	150	Provided for free with education + assistance

- Report on program progress, in a timely manner, per Attachment 4.

**Attachment 5 (continued)**  
**Sub Award Agreement**  
**Statement of Work and Budget**  
**Buckle up for Life or Abróchate a la Vida**

**Budget**

In advance consideration for the services performed above, payment will be disbursed to Sub Recipient in accordance with the spending plan provided in Sub Recipients grant proposal, and also included below. Sub Recipient must obtain from Prime Recipient prior written approval of requests for any adjustments in excess of \$1000 per line item to be made to this spending plan. Note: There is no provision for indirect costs.

- PLEASE ONLY TYPE IN GREEN CELLS -

<b>Applying Institution:</b> <i>(Must exactly match name displayed in Section I of application)</i>	City of Orlando, Police Department		
<b>Application Amount:</b> <i>(Must exactly match amount selected in Section I of application)</i>	\$15,000		
<b>Item</b>	<b>Cost per Unit</b>	<b>Units</b>	<b>Requested Amount</b>
<b>SALARY/BENEFITS SUPPORT</b> <i>(May not exceed 25% of funding total selected in Section I of application. NOTE: include contracted labor here.)</i>			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>SALARY/BENEFITS SUPPORT TOTAL</b>			<b>\$0.00</b>
<b>SALARY APPROPRIATE (≤ 25%) ?</b>			<b>YES</b>
<b>PROGRAM SUPPLIES/EQUIPMENT</b> <i>(E.g., car seats, pool noodles, towels, etc.)</i>			
Titans	\$62.00	140	\$8,680.00
Secure Kids	\$75.00	56	\$4,200.00
Big Kid Booster	\$31.00	16	\$496.00
Amp Booster	\$20.00	20	\$400.00
			\$0.00
<b>PROGRAM SUPPLIES/EQUIPMENT TOTAL</b>			<b>\$13,776.00</b>
<b>MARKETING/PROMOTIONS</b> <i>(E.g., lanyards, bags, keychains, etc. NOTE: all BUFL logo placements must be approved by BUFL prior to production)</i>			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>MARKETING/PROMOTIONS TOTAL</b>			<b>\$0.00</b>
<b>ADMIN/OTHER</b> <i>(E.g., printing, postage, local mileage, refreshments, etc.)</i>			
Inside Delivery	\$186.00	1	\$186.00
Refreshments	\$1,038.00	1	\$1,038.00
			\$0.00
			\$0.00
			\$0.00
<b>ADMIN/OTHER TOTAL</b>			<b>\$1,224.00</b>
<b>TOTAL REQUESTED FUNDING AMOUNT</b> <i>(Must exactly equal amount selected in Section I of application)</i>			<b>\$15,000.00</b>