

AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS OFFICE OF THE ATTORNEY GENERAL

AND

FLORIDA ASSOCIATION OF CRIME STOPPERS, INC.

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, and the Florida Association of Crime Stoppers, Inc, a Florida not for profit Corporation, and jointly referred to as "the parties." The parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

- "AGENCY" means the Department of Legal Affairs, Office of the Attorney General.
- "PROVIDER" means the Florida Association of Crime Stoppers, Inc.
- "Total Grant Amount" is \$175,000.
- "Effective Date" is 1/1/2021.
- "Approved Budget" means the budget approved in the grant application and any subsequent approved modification to the budget contained in E-grants.

The "Term" of this Agreement is 1/1/2021 from to 6/30/2021.

ARTICLE 2. ENGAGEMENT OF THE PROVIDER

The AGENCY engages the PROVIDER to provide services in accordance with the terms and conditions specified in this Agreement including Attachments A, B, C, Exhibit 1 and Exhibit 2 and any additional exhibits referenced therein; and the approved grant application contained in the E-grants Management System which constitute the entire Agreement.

ARTICLE 3. SCOPE OF SERVICES

- A. The PROVIDER will provide units of deliverables during the Term, including reports, findings, and drafts, as specified in this Agreement, which must be received and accepted by the Contract Manager in writing prior to payment.
- B. The PROVIDER will neither assign this Agreement to another party nor subcontract any work contemplated under this Agreement without prior written consent of the AGENCY. Any assignment or subcontract entered into without prior written approval of the AGENCY will be null and void.
- C. The PROVIDER is responsible for all work performed and for all commodities produced pursuant to this Agreement whether furnished by the PROVIDER or any subcontractor or service provider. Any subcontracts will be evidenced by a written document.
- D. The AGENCY will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another State of Florida government entity after giving written notice to the PROVIDER. In the event the AGENCY assigns or transfers this Agreement, the PROVIDER remains responsible for performing its duties and obligations under the Agreement, and the Agreement remains binding upon the successors and assigns of the PROVIDER.

ARTICLE 4. METHOD OF PAYMENT

- A. The AGENCY will pay the PROVIDER for deliverables provided in accordance with the terms and conditions of this Agreement, and the budget as approved by the AGENCY. The total sum of monies approved for the costs incurred under this Agreement will not exceed \$175,000, which is based upon the amount of monies deposited into the Crime Stoppers Trust Fund from unencumbered funds returned to the Crimes Stoppers Trust Fund from prior grant years.
- B. A quarterly Advance payment will be processed quarterly based on PROVIDER submission and AGENCY approval of the Reimbursement Request Form, Invoice Tracking Forms, and copies of all invoices and receipts listed on the three Invoice Tracking Forms. The AGENCY requires that support documentation for all expenditures be submitted to the AGENCY prior to approval of the Reimbursement Request Form. The PROVIDER will maintain support documentation of all costs represented on the Reimbursement Request Form in their files. The AGENCY may withhold payment if services are not satisfactorily completed.
- C. All invoices received from the PROVIDER will be processed in accordance with section 215.422, Florida Statutes.
- D. In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and payment thereunder extend beyond the current fiscal year, the AGENCY's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.
- E. The PROVIDER will submit the final invoice for payment to the AGENCY no later than 45 days after the Agreement ends or is terminated. If the PROVIDER fails to do so, all rights to further payment under the Agreement are forfeited and the Agency will not honor any invoices submitted after the aforesaid time. Any payment due to the PROVIDER under this Agreement may be withheld until all reports due from the PROVIDER have been received and necessary adjustments thereto have been approved by the AGENCY.
- F. The PROVIDER will, within 60 days following the execution of this agreement, register online with the Department of Financial Services to receive all payments associated with this agreement by Electronic Funds Transfer, (EFT). The EFT online registration can be completed at: http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm. Financial consequences, as required pursuant to section 215.971(1)(c), Florida Statutes, will be assessed pursuant to the Deliverables and Financial Consequences contained in Attachment C for failure to perform as specified.
- G. The PROVIDER will not commingle grant funds with other business or personal funds or accounts and must keep grant funds segregated from all other business or personal funds or accounts in a separate account. Authorized expenditures must be paid directly from the grant account to the recipient.
- H. Payments will be made in quarterly installments as follows, based upon the PROVIDER's performance and subject to the financial consequences described in this Article, upon completion of acceptable services and review of quarterly reports demonstrating compliance with the terms of this Agreement. If all deliverables are satisfactorily completed during the quarter, payments will be made as follows:

Upon execution (First Quarter) up to \$87,500

April 01, 2021* (Second Quarter) up to \$87,500, if eligible

*after submission of required documentation

- I. In accordance with section 215.971, Florida Statutes, financial consequences will be assessed for failure to provide the deliverables in the manner specified in the grant application for the applicable reporting period. If the PROVIDER has not rendered all required deliverables by the end of each quarter, the quarterly payment will be assessed a deduction of the fixed price for deliverable not rendered as specified. The AGENCY may withhold payment if services are not satisfactorily rendered.
- J. The PROVIDER will provide the AGENCY with an Invoice and a Quarterly Performance Outcome Report, as set forth in Attachment B, for services rendered by the PROVIDER during each

quarter. Failure to provide deliverables as specified in this agreement, will result in the assessment of financial consequences five percent of the fixed price of the deliverable, but will not exceed the total price of the deliverable. The PROVIDER may recapture up to 95 percent of the original fixed price for the deliverable following quarters, if the deliverable has been provided and performance is completed within the current fiscal year. Upon proof of acceptable extenuating circumstances, as determined solely by the AGENCY, the PROVIDER may recapture 100 percent of the original fixed price for the deliverable if the deliverable is provided within 30 days following the end of the quarter, so long as performance is completed within the current fiscal year. The support documentation must be submitted with the invoice:

Invoice and Quarterly Performance Outcome ReportDue DateJanuary 01, 2021 - March 31, 2021April 22, 2021April 01, 2021 - June 30, 2021July 30, 2021Close-Out Report - Final ReportAugust 16, 2021

- K. Any refund due the AGENCY, as evidenced on the Final Invoice, for services not provided, or to satisfy a balance owed based upon an advance payment received by the PROVIDER, must be received by the AGENCY within 45 days of the Agreement end date or termination of the Agreement. All funds not used by June 30, 2021; the end of the 2020-2021 Grant Year must be returned to the AGENCY.
- L. The PROVIDER will maintain all necessary files and will require its individual subcontractors to maintain all necessary files, available for inspection by the AGENCY, which will contain documentation of all services provided by PROVIDER and its subcontractors as represented on the Quarterly Performance Outcome Report. The AGENCY may withhold payment of a quarterly payment if services are not satisfactorily documented or completed.
- M. Payment for services will be issued in accordance with the provisions of section 215.422, Florida Statutes. Pursuant to section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 5. TIME OF PERFORMANCE

This Agreement will become effective on the EFFECTIVE Date, or on the date when the Agreement has been signed by all parties, whichever is later, and will continue through the end of the Term or when all the monies allotted for this Agreement in Article 4 Section A are expended.

ARTICLE 6. E-PROCUREMENT

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. The online registration can be completed at: http://dms.myflorida.com/dms/purchasing/myfloridamarketplace.

If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax @ 866-552-2992 or email: vendorhelp@myflorida.com. Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

- A. Only reimbursement for the payment of approved homicide tip rewards may be charged as allowable costs resulting from obligations incurred during the term of this Agreement.
- B. <u>Prohibited Expenditures.</u> The PROVIDER will not use grant funds for any expenditures made by the PROVIDER prior to or after the Term, or after termination of this Agreement. The PROVIDER will not use grant funds to pay for fundraising; to pay for lobbying the Legislature, the judicial branch or a state AGENCY; to pay for entertainment, food or refreshments; or to purchase decorative items.
 - C. <u>Travel Expenses</u>. Travel expenses may not be paid by grant funds.
- D. <u>Reimbursement for Unauthorized Expenditures.</u> The PROVIDER will reimburse the AGENCY for any unused balances of unobligated cash that was advanced or paid that is not authorized to be retained for direct program costs in a subsequent period. All unauthorized or disallowed expenditures must be refunded to the State; and the PROVIDER will not use grant funds for any expenditures made by the PROVIDER after midnight, June 30, 2021 or the termination date of the Agreement.

ARTICLE 9. REPORTS

The PROVIDER will prepare, maintain and timely file such fiscal, inventory, and other reports as the AGENCY may require pursuant to the Reporting Requirements set forth in Attachment B to this Agreement. If the PROVIDER fails to submit the required reports in a timely manner, then financial consequences will be applied, as required by section 215.971(1)(c), Florida Statutes, and the AGENCY will withhold processing of quarterly payments until all required reports have been submitted in a satisfactory manner.

ARTICLE 10. ACKNOWLEDGEMENT

The PROVIDER will acknowledge the Office of the Attorney General in all publications and activities that are funded wholly or in part with AGENCY grant funds and in all materials produced or purchased wholly or in part with AGENCY grant funds.

ARTICLE 11. PURCHASES

PRIDE. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement will be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes; and for purposes of this agreement the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

- A. Procurement of Products or Materials with Recycled Content. The PROVIDER must procure any recycled products or materials, which are the subject of or are required to carry out this Agreement, in accordance with the provisions of sections 403.7065 Florida Statutes.
- B. If the PROVIDER is a unit of local or state government, the PROVIDER must follow the written purchasing procedures of the government AGENCY. If the PROVIDER is a non-profit or for-profit organization, the PROVIDER must comply with Florida Administrative Code Rule 60A-1.002, and Chapter 287, Florida Statutes, to obtain a minimum of three written quotes for all grant-related purchases equal to or in excess of \$2,500 unless it can be documented that the vendor is a sole source supplier. A reimbursement request must be submitted to the AGENCY and will include copies of the three written quotes and proof of the PROVIDER's Board of Directors' review and approval for all products or services

equal to or exceeding the amount of \$2,500. The AGENCY, upon request, may approve in writing an alternative purchasing procedure.

ARTICLE 12. PROPERTY

The PROVIDER will comply with Chapter 273, Florida Statutes, and Florida Administrative Code Chapter 69I-72. The PROVIDER will be responsible for the proper care, custody and distribution of all grant property, and may not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the AGENCY. Upon expiration of the term of this Agreement, all such property will be inventoried and will be made available for transfer to the AGENCY in the AGENCY's sole discretion.

ARTICLE 13. AUDITS, INSPECTIONS, INVESTIGATIONS, RECORDS AND RETENTION

The PROVIDER will maintain books, records, and documents (including electronic storage media) in compliance with section 215.97, Florida Statutes, sufficient to reflect all income and expenditure of grant funds provided by the AGENCY under this Agreement and in accordance with generally accepted accounting procedures.

The PROVIDER will maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, records will be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the AGENCY.

The PROVIDER, upon demand, at no additional cost to the AGENCY, will facilitate the duplication and transfer of any records or documents during the required retention period. These records will be subject at all reasonable times to inspection, review, copying, and audit by Federal, State, or other personnel duly authorized by the AGENCY or by operation of law.

The PROVIDER will, at all reasonable times, without notice, for as long as records are maintained, provide persons duly authorized by the AGENCY or Federal law pursuant to 45 C.F.R. 92.36(i)(10), full access to and the right to examine any of the PROVIDER's contracts and related books, papers, documents, and records which are directly pertinent to this Agreement and the use of grant funds provided hereunder, regardless of the form in which such documents are kept.

The PROVIDER will provide a financial and compliance audit to the AGENCY as specified in this Agreement and in Attachment A and ensure that all related party transactions are disclosed to the auditor.

ARTICLE 14. COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the PROVIDER, and any subcontractor to the PROVIDER understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

ARTICLE 15. MONITORING

The PROVIDER will permit persons duly authorized by the AGENCY to inspect and copy any records, papers, documents, facilities, goods and services of the PROVIDER which are relevant to this Agreement, and to interview any of PROVIDER's clients, employees and subcontractors' employees concerning the performance of the terms and conditions of this Agreement. Following such review, the AGENCY will deliver to the PROVIDER a written report of its findings, and the AGENCY may require the PROVIDER to develop a corrective action plan if the AGENCY, in its sole discretion, determines that

such a plan is necessary. The PROVIDER will timely correct all deficiencies identified in any written report delivered by the AGENCY.

ARTICLE 16. RETURN OF FUNDS

The PROVIDER will return to the AGENCY any overpayments made to the PROVIDER stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Agreement. If the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER will immediately return to the AGENCY such overpayment without prior notification from the AGENCY. If the AGENCY discovers that an overpayment has been made, the contract manager, on behalf of the AGENCY, will notify the PROVIDER and the PROVIDER will forthwith return the funds to the AGENCY. Should the PROVIDER fail to immediately reimburse the AGENCY for any overpayment, the PROVIDER will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03, Florida Statutes, on the amount of the overpayment or outstanding balance thereof.

ARTICLE 17. NOTICE

Except as otherwise specified herein, all formal notices required under this Agreement will be in writing and sent by a method of U.S. Postal Service, email, or by hand delivery either, in the case of the AGENCY, to its Contract Manager, or, in the case of the PROVIDER, to the representative responsible for administration of the program.

ARTICLE 18. LIABILITY AND ACCOUNTABILITY

The PROVIDER, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability because of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Upon execution of this Agreement, the PROVIDER will furnish the AGENCY written verification through a Certificate of Coverage supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The AGENCY reserves the right to require additional insurance as specified in this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR

- A. The PROVIDER is an independent contractor and not an officer, employee, agent, servant, joint venture or partner of the state of Florida, except where the PROVIDER is a state AGENCY. Neither the PROVIDER nor its agents, employees, subcontractors or assignees will represent to others that the PROVIDER has the authority to bind the AGENCY. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the PROVIDER performing its duties or obligations under this Agreement. The PROVIDER will take such actions as may be necessary to ensure that each subcontractor of the PROVIDER will be deemed an independent contractor and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the state of Florida. The AGENCY will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the PROVIDER, or its subcontractor or assignee, unless specifically agreed in writing by the AGENCY.
- B. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the PROVIDER, the PROVIDER's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the PROVIDER.

ARTICLE 20. THIRD PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the AGENCY and the PROVIDER. No third party to this Agreement, including any recipients serviced by the PROVIDER, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose

ARTICLE 21. PUBLIC RECORDS

The PROVIDER will comply with Chapter 119, Florida Statutes, Florida's public records law. Pursuant to section 119.071, Florida Statutes, the PROVIDER will keep and maintain public records required by the OAG to perform all services required under this CONTRACT. Upon request by the OAG to inspect or copy public records relating to this CONTRACT, the PROVIDER will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The PROVIDER must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this CONTRACT, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the CONTRACT term and following completion of the CONTRACT if the Provider does not transfer the records to the OAG.

If the PROVIDER fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes. Upon completion of this CONTRACT, the PROVIDER will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this CONTRACT, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the PROVIDER. If the PROVIDER transfers all public records to the OAG upon completion of the CONTRACT, the PROVIDER will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the CONTRACT, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this CONTRACT if the PROVIDER refuses to allow access to all public records made or maintained by the PROVIDER in conjunction with this CONTRACT, unless the records are exempt from Section24(a) of Art. I, Florida State Constitution, and Section 119.07(1), Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEN THE PROVIDER SHOULD CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 22. EMPLOYMENT

The employment of unauthorized aliens by the PROVIDER is considered a violation of Section 274A(a) of the Immigration and Nationality Act. Knowingly employing unauthorized aliens will be grounds for immediate termination of this Agreement.

The PROVIDER will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment of all persons employed during the Agreement term by the PROVIDER to perform employment duties within Florida. The AGENCY may request documentation of compliance with this provision at any time during the term of the Agreement.

ARTICLE 23. NONDISCRIMINATION

The PROVIDER will comply with all federal, state, local laws and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 24. CONFIDENTIALITY OF CLIENT INFORMATION

The PROVIDER will not to use or disclose any information concerning a recipient of services under this Agreement for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

ARTICLE 25. PUBLICITY

Without limitation, the PROVIDER and its employees, agents, and representatives will not, without prior AGENCY written consent in each instance, use any state mark, the name of any state AGENCY or other Florida body politic, or the name of any official, officer or employee of the state, in advertising, publicity or any other promotional endeavors. Further, the PROVIDER and its employees, agents and representatives will not, without prior AGENCY written consent, represent, directly or indirectly, that any product or service provided by the PROVIDER has been approved or endorsed by the AGENCY, the Attorney General, the State of Florida, or any state AGENCY or other Florida body politic, official, officer or employee of the state, or refer to the existence of this Agreement in press releases, advertising or promotional materials distributed to the PROVIDER's prospective customers.

ARTICLE 26. PUBLIC ENTITY CRIME AND DISCRIMINATION

- A. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the AGENCY: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list
- A. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on persons placed on the discriminatory vendor list to transact business with the AGENCY. An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section

287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to section 287.134, Florida Statutes. By entering into this Agreement, the PROVIDER certifies that neither it nor any affiliate has been placed on such discriminatory vendor list and will notify the AGENCY within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 27. GIFTS AND GRATUITIES

The PROVIDER will not offer or give any gift or any form of compensation to any AGENCY employee. As part of the consideration for this Agreement, the Parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the AGENCY, any violation of this provision will result in referral of the PROVIDER's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the PROVIDER's name on the suspended vendors list for an appropriate period. The PROVIDER will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 28. PATENTS, COPYRIGHTS, AND ROYALTIES

- A. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.
- B. If any books, manuals, films, or other copyrightable materials are produced, the PROVIDER will identify all such materials to the AGENCY. Any and all copyrights accruing under or in connection with performance under this Agreement are hereby reserved to the state of Florida.
- C. The PROVIDER and its subcontractors hereby assign to the AGENCY or the AGENCY's designee, for no additional consideration, all the PROVIDER's rights, including copyrights, in all deliverables and other works prepared by the PROVIDER or its subcontractors under this Agreement. The PROVIDER will, and will cause its employees, and subcontractors to, promptly sign and deliver any documents and take any actions that the AGENCY reasonably requests to establish and perfect the rights assigned to the AGENCY or its designee under this provision.
- D. The PROVIDER will indemnify, defend and hold the AGENCY and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted work or , patented, or unpatented invention, process, or article manufactured or used by the PROVIDER in the performance of this Agreement. The PROVIDER will indemnify, defend and hold the AGENCY and its employees harmless from any claim against the AGENCY for infringement of patent, trademark, copyright or misappropriation trade secrets. The AGENCY will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the PROVIDER may, at its option and expense, procure for the AGENCY, the right to continue use of, or replace or modify the article to render it non-infringing. If the PROVIDER uses any design, device, or materials covered by a patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.
- E. All subcontracts entered into by the PROVIDER must specify that all patent rights and copyrights are reserved to the state of Florida, as set forth in this Article.

ARTICLE 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The PROVIDER will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. § 1320d.) as well as all regulations promulgated thereunder (45 C.F.R. Parts 160, 162, and 164).

ARTICLE 30. CONSTRUCTION OR RENOVATION OF FACILITIES USING STATE FUNDS

Any state funds provided for the purchase of or improvements to real property are contingent upon the PROVIDER granting to the state a lien against the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, if the PROVIDER disposes of the property before the AGENCY's interest expires or is vacated, the PROVIDER will refund the proportionate share of the state's initial investment, as determined by the AGENCY.

ARTICLE 31. INDEMNIFICATION

The PROVIDER will be liable for and indemnify, defend, and hold the AGENCY and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act or omission or neglect by the PROVIDER and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The PROVIDER's evaluation or inability to evaluate its liability will not excuse the PROVIDER's duty to defend and to indemnify the AGENCY within seven days after notice by the AGENCY. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the PROVIDER not liable will excuse performance of this provision. The PROVIDER will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the AGENCY. The AGENCY's failure to notify the PROVIDER of a claim will not release the PROVIDER from these duties. The PROVIDER will not be liable for claims, suits, judgments, or damages arising out of the sole negligent acts of the AGENCY.

ARTICLE 32. TERMINATION

- A. This Agreement may be terminated by either party without cause upon not less than 30 calendar days' written notice to the other party unless a shorter time period is mutually agreed upon in writing. Notices under this Article will be delivered by email, or by hand delivery with proof of delivery, either, in the case of the AGENCY, to its Contract Manager or, in the case of the PROVIDER, the representative responsible for administration of the program.
- B. In the event funds for payment pursuant to this Agreement become unavailable, the AGENCY may terminate this Agreement upon no less than 24 hours written notice to the PROVIDER. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the PROVIDER responsible for administration of the program. The AGENCY will be the final authority as to the availability and adequacy of funds.
- C. Failure of the PROVIDER to perform its contractual duties or obligations in a manner satisfactory to the AGENCY will be grounds for termination for cause. This Agreement may be terminated for cause upon no less than 24 hours written notice to the PROVIDER. If applicable, the AGENCY may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the AGENCY's right to any remedies at law or in equity.
- D. In the event this Agreement is terminated, or, in any event, upon its expiration, all supplies, equipment and property purchased with grant funds will be inventoried and, in the AGENCY's discretion, returned to the AGENCY. Any finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the PROVIDER under this Agreement will be made available to and for the exclusive use of the AGENCY. The PROVIDER will return all unexpended funds to the AGENCY within 30 days of the earliest of either the effective date of termination or expiration of the Agreement.

- E. Notwithstanding the above, the PROVIDER will not be relieved of liability to the AGENCY for damages sustained by the AGENCY by any termination or breach of this Agreement by the PROVIDER.
- F. In the event this Agreement is terminated, the PROVIDER will be reimbursed for costs of services provided through the effective date of termination, if proper and complete documentation is received by the AGENCY within 30 days following the termination of this Agreement.

ARTICLE 33. AMENDMENTS

- A. This Agreement may not be amended or modified except in a writing signed by the AGENCY and the PROVIDER. A party may request reasonable changes to the provisions of, or scope of services to be performed pursuant to the approved grant application. Such changes that are mutually agreed upon by all parties must be confirmed in writing by each party prior to taking effect.
- B. Such changes which are deemed by the AGENCY to be substantial modifications to the goals, objectives, or strategies will require the submission of a written Program Modification request. Any approved Program Modification will be incorporated into the approved grant application.
- C. Budget Modifications. The PROVIDER agrees not to make any modifications to the approved grant application without submitting a Budget Modification request and receiving prior written approval of the AGENCY.
- D. No amendments or modifications can be made after the earlier of the end of the Term, the termination of this Agreement pursuant to Article 32 or when the Total Grant Amount has been paid by the AGENCY to PROVIDER.

ARTICLE 34. REPRESENTATIVES (Names, Addresses, Telephone Numbers and Email Addresses):

1. PROVIDER name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment will be made is:

Name: Florida Association of Crime Stoppers, Inc.

Address: Post Office Box 5766

City, State Zip: Tampa, Florida 33675-5766

Telephone Number: (813) 442-9300 **Email Address:** usma1980@verizon.net

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Kelly McLaren

Address: Post Office Box 5766

City, State Zip: Tampa, Florida 33675-5766

Telephone Number: (813) 442-9300

Email Address: kmclaren@crimestopperstb.com

3. The name, title, address, and telephone number of the representative of the PROVIDER responsible for administration of the program under this Agreement is:

Name: Kelly McLaren

Title: Treasurer

Address: Post Office Box 5766

City, State Zip: Tampa, Florida 33675-5766

Telephone Number: (813) 442-9300

Email Address: kmclaren@crimestopperstb.com

4. The name, title, address, and telephone number of the Contract Manager for the AGENCY for this Agreement is:

Name: Richard R. Nuss Title: Bureau Chief

Address: PL-01, The Capitol

City, State Zip: Tallahassee, Florida 32399-1050

Telephone Number: (850) 414-3360

Email Address: rick.nuss@myfloridalegal.com

In the event of any change concerning any above representative, or office (names, addresses, telephone numbers), notice of such change will be provided in writing to the other party and attached as a supplement to the original copies of this Agreement.

ARTICLE 35. GOVERNING LAW

This Agreement is executed and entered into in the state of Florida, and will be construed, performed and enforced in all respects in accordance with Florida law without reference to conflict of laws principles.

ARTICLE 36. JURISDICTION AND VENUE

Jurisdiction and venue for any action or proceeding arising out of, relating to, or in connection with this Agreement shall lie exclusively in the courts of the state of Florida in Leon County, Florida.

ARTICLE 37. ENTIRE AGREEMENT

This Agreement and its attachments, Attachment A, Attachment B, Exhibit 1, and Exhibit 2, and any additional exhibits referenced therein, together with any documents incorporated by reference, including the approved grant application contained in the E-grants Management System, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is determined by a court of law to be unlawful or unenforceable, the remainder of the Agreement will remain in full force and effect.

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Article 37 above.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed by their undersigned officials as duly authorized.

PROVIDER:

Florida Association of Crime Stoppers, Inc.

AGENCY:

Office of the Attorney General, Department of Legal Affairs State of Florida

1/29/2021

PROVIDER REPRESENTATIVE (DATE)

John Guard

2/1/2021

President

TITLE OF PROVIDER REPRESENTATIVE

JOHN GUARD (DATE) DEPUTY ATTORNEY GENREAL

FEDERAL EID # of PROVIDER

PROVIDER Fiscal Year Ending Date: 9/30/2021



ATTACHMENT A Florida Single Audit Act Requirements

The administration of resources awarded by the Agency to the PROVIDER may be subject to audits and monitoring by the Agency or its designee as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200, Subpart F and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Agency staff, limited scope audits as defined by 2 C.F.R. 200, as revised, and other procedures. By entering into this agreement, the PROVIDER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event the Agency determines that a limited scope audit of the PROVIDER is appropriate, the PROVIDER agrees to comply with any additional instructions provided by the Agency staff to the PROVIDER regarding such audit. The PROVIDER will comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the PROVIDER is a State or local government or a non-profit organization as defined in 2 C.F.R. 200, Subpart F, as revised.

- 1. In the event that the PROVIDER expends \$750,000 or more in Federal awards in its fiscal year, the PROVIDER must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200, Subpart F, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Agency by this agreement. In determining the Federal awards expended in its fiscal year, the PROVIDER will consider all sources of Federal awards, including Federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200, Subpart F, as revised. An audit of the PROVIDER conducted by the Auditor General in accordance with the provisions 2 C.F.R. 200, Subpart F, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the PROVIDER will fulfill the requirements relative to auditee responsibilities as provided in Subpart C of 2 C.F.R. 200, Subpart F, as revised.

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- 3. If the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200, Subpart F, as revised, is not required. In the event that the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from PROVIDER resources obtained from other than Federal entities).
- 4. NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: https://apps.fldfs.com/fsaa/

PART II: STATE FUNDED

This part is applicable if the PROVIDER is a non-state entity as defined by Section 215.97(2), Florida Statutes.

- 1. In the event that the PROVIDER expends a total amount of state financial assistance equal to or in excess of \$750,000 in a fiscal year,, the PROVIDER must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Agency by this agreement. In determining the state financial assistance expended in its fiscal year, the PROVIDER will consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the PROVIDER will ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650, Rules of the Auditor General, (nonprofit and forprofit organizations).
- 3. If the PROVIDER expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the PROVIDER expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the PROVIDER's resources obtained from other than State entities).
- 4. NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. 200, Subpart F, as revised, and required by PART I of this attachment will be submitted, when required by 2 C.F.R. 200, Subpart F, as revised, by or on behalf of the PROVIDER directly to each of the following:
 - A. The Agency at the following address:

The Office of the Attorney General Richard R. Nuss, Bureau Chief Bureau of Criminal Justice Programs PL-01, The Capitol Tallahassee, Florida 32399-1050

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200, Subpart F, as revised (the number of copies required by 2 C.F.R. 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2 C.F.R. 200, Subpart F, as revised.
- 2. If PROVIDER is a recipient or subrecipient as specified in Attachment A, PROVIDER will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - A. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.

- B. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary in order for Provider to fulfill its obligations under this contract.
- C. All documentation required by this section is subject to review by the Department and the state of Florida Chief Financial Officer. Provider must timely comply with any requests for documentation.
- D. Annual Financial Report. Within 45 days from the end of each contract year, but no later than submission of the final invoice for that year, submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
- E. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
- 3. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with 2 C.F.R. 200, Subpart F, as revised, is not required to be submitted to the Agency for the reasons pursuant to 2 C.F.R. 200, Subpart F, as revised, PROVIDER will submit the required written notification pursuant to and a copy of PROVIDER's audited schedule of expenditures of Federal awards <u>directly</u> to the Agency's Contract Manager listed in this Contract.
- 4. Copies of financial reporting packages required by PART II of this agreement will be submitted by or on behalf of the PROVIDER <u>directly</u> to each of the following:
 - A. The Agency at the following address:

The Office of the Attorney General Rick Nuss, Bureau Chief Bureau of Criminal Justice Programs PL-01, The Capitol Tallahassee, Florida 32399-1050

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 5. Copies of reports or the management letter required by PART III of this agreement will be submitted by or on behalf of the PROVIDER <u>directly</u> to the Agency's Contract Manager listed in this Contract.
- 6. Any reports, management letter, or other information required to be submitted to the Agency pursuant to this agreement will be submitted timely in accordance with 2 C.F.R. 200, Subpart F, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. PROVIDERs, when submitting financial reporting packages to the Agency for audits done in accordance with 2 C.F.R. 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the PROVIDER in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. PROVIDER will retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and will allow the Agency or its designee, CFO, or Auditor General access to such records upon request. PROVIDER will ensure that audit working papers are made available to the Agency or its designee, CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Agency.

NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

No Federal Project Funds Awarded

STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

No Matching Funds for Federal Programs Awarded

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

STATE PROJECT	<u>AGENCY</u>	PROJECT TITLE	<u>AMOUNT</u>
#41.002	Office of the Attorney General	Crime Stoppers	\$175,000

TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, F.S. \$175,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- 1. Activities Allowed
- 2. Allowable Cost
- 3. Cash Management
- 4. Equipment and Real Property Management
- 5. Period of Availability
- 6. Reporting

Specific compliance requirements for State financial assistance awarded pursuant to this agreement can be found on the Florida Single Audit Act website at: https://apps.fldfs.com/fsaa/

NOTE: Section .400(d) of 2 C.F.R. 200, Subpart F, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the PROVIDER.



ATTACHMENT B FLORIDA ASSOCIATION OF CRIME STOPPERS PROGRAMATIC AND REPORTING REQUIREMENTS

Agency Name: Florida Association of Crime Stoppers, Inc.

Reimbursement Request/Expenditure Report Summary: This form is considered the payment invoice and is the document submitted by the grant administration staff to the OAG Finance Office and DFS for reimbursement processing.

- 1. Quarterly Invoice for Advance Payment: Due quarterly; April 22, 2021, and July 30, 2021, Close-out Report/Final Report due August 16, 2021.
- 1. Quarterly Performance Outcome Report Due quarterly; April 22, 2021, and July 30, 2021, Close-out Report/Final Report due August 16, 2021.
- 2. Quarterly Invoice for Advance Payment must include the Reimbursement Request/Expenditure Report incorporated at Florida Administrative Code Rule 2A-9.006, and must contain the following supporting documents as applicable:

a.) OAG Tip Report: Homicide tips may only be rewarded if there is a homicide crime committed as defined in Florida Statutes Chapter 782 and in accordance with Florida Statutes 16.555. To claim a homicide tip reward for reimbursement, the OAG Tip Report, incorporated at Florida Administrative Code Rule 2A-9.006, must be completed in a Word document. The following lines must have the required data entered into them: Report #, Alternate ID, Rewards Amount Approved, Date Tip Received, Reason for Reward, Date of Approval or Tipster Call, Date to Bank, Check #/Draft#/Transaction # Date Debited from Bank and information identifying the organization requesting the reward enhancement.

The OAG Tip Report must be signed by a Florida Association of Crime Stoppers Executive Board member who attended the meeting where the rewards were approved. The OAG Tip Report is incorporated by reference at Florida Administrative Code Rule 2A- 9.006 and must be submitted by the quarterly invoice due date, even if no rewards are being claimed for reimbursement.

- 3. **Quarterly Performance Report:** This form is used to provide information on the minimum performance measures required for all Crime Stoppers organizations and to justify subsequent advance payments. This form must be submitted when the Reimbursement Request/Expenditure Report is submitted, and the Provider must submit the required support documentation indicating completion or compliance with the required deliverables. Otherwise, the subsequent advance payment cannot be processed. If the Provider fails to meet the minimum performance measures and provide the required support documentation, Financial Consequences will be applied pursuant to Section 215.971(1) (c), Florida Statutes, as written in Attachment C under Financial Consequences. The Performance Report is incorporated by reference at Florida Administrative Code Rule 2A-9.006 and will need to be typed in word document and changed to reflect quarterly performance.
- 4. Final Invoice Reimbursement Request/Expenditure Report Summary: The Final Invoice for any given grant year must be submitted by August 16 of the immediately following grant year. If August 16 falls on a Saturday, a Sunday, or a state or federal holiday, then it must be submitted by

Grant Number: CRST-2020-Florida Association Rule 2A-9.006, Florida Administrative Code the next business day, or reimbursement will be disallowed. This form is used to request reimbursement of any expenses which occurred before the end of the current grant year, but invoices and statements were not received or paid until after the end of the current grant year. These expenditures may only be for the current grant year. No expenses for any subsequent grant years may be submitted on the Final Invoice. Final payment will not be made until all required reports have been submitted, unless the organization is required to comply with Section 215.97, Florida Statutes, the Florida Single Audit Act, and has appropriately requested an extension of time to comply with same. The Reimbursement Request/Expenditure Report is incorporated at Florida Administrative Code Rule 2A-9.006 and is designated "final" by indicating as such in the appropriate place on the form.

5. Audit Report: Crime Stoppers organizations or counties required to have an audit under Section 215.97, Florida Statutes or who expend in excess of \$750,000 in a fiscal year from all funding sources managed by a State agency, including Federal financial assistance must generate and submit a copy of an appropriate audit no later than 180 days following the termination or expiration of the Agreement.

*NOTE: Failure to comply with reporting requirements will affect amount requested for reimbursement.

Crime Stoppers Trust Fund Monthly Performance Report Organization: Florida Association of Crime Stoppers, Inc.

Date: January 1, 2021 thru June 30, 2021 Grant Number: CRST-2020-Florida Association of Cr-00028

Attachment #C -Deliverables

Deadline for Quarterly Performance Outcome Report Due quarterly; April 22, 2021, and July 30, 2021, Close-out Report/Final Report due August 16, 2021.

Deliverable 1 - Rewards

Scope of Work - The Provider on a quarterly basis, will review and either approve, adjust, or deny payment of any homicide tip submitted as a result of anonymous tips received prior to arrest, through their tip line, text-a-tip, or website tip, which resulted in the recovery of a homicide body or in the solving and closing of a homicide crime. *Note: In a quarter with no rewards, the board/reward committee meets and states such in writing, this deliverable will be considered met.* The Budget line item associated with this deliverable is rewards.

Deliverable - The Provider, no less than once a quarter either by the entire Florida Crime Stoppers Board of Directors or by an appointed Reward Committee consisting of no less than two active Florida Crime Stoppers board members, will review, approve, adjust or deny any and all reward requests submitted as a result of anonymous tips received through their tip lines, which resulted in the recovery of a homicide body or in the solving and closing of a homicide crime.

Financial Consequences - For each reward listed on the OAG Tip Report, when cross referenced with the Provider's Executive Board Member Meeting Minutes where tips were approved or written documentation from the Reward Committee noting payment approval, does not verify the reward as having been approved for payment will be reduced by 100 percent of the reward. Once removed as a Financial Consequence, a reward will no longer be eligible for reimbursement.

Provider Documentation - The Provider will submit the following to support the review and approval of all tips submitted for reimbursement. Submit a copy of the OAG Tip Report signed by the Provider's Executive Board Member in attendance at the time the tips were approved. **NOTE:** The OAG grant staff will use the completed and signed OAG Tip Report in the OAG grant management system to determine whether or not this deliverable has been achieved. All backup support documentation for every tip is subject to review and verification and may be requested at any time by the OAG for compliance monitoring review purposes.

Deadline for Quarterly Invoice for Advance Payment: Due quarterly; April 22, 2021, and July 30, 2021, Close-out Report/Final Report due August 16, 2021.

Crime Stoppers Trust Fund Monthly Performance Report Organization: Florida Association of Crime Stoppers, Inc.

Date: January 1, 2021 thru June 30, 2021

Deliverable 2 – Reporting Requirements

Grant Number: CRST-2020-Florida Association of Cr-00028

Scope of Work - The Provider will submit 3 complete Crime Stoppers Reimbursement Requests with signatures, including all required support documentation, by the due date for the Quarterly Invoice specified above in which expenses were incurred, even if no expenses were incurred. The Provider will submit one Final Reimbursement Expenditure Report which must be time stamped in the OAG grant management system on or before August 16. If August 16, falls on a Saturday, a Sunday or a state or federal holiday, then timestamp must be on the next business day. Line items associated with this deliverable are office rent, utilities, office phone, cellular phone, fax line, internet line/wireless connectivity, vehicle mileage, postage. express mail, post office box rent, storage rent, general office supplies, letterhead, envelopes, computer, computer hardware accessories, laptop computer, additional software, fax machine, printer, copier, copier rental, copier maintenance, telephone equipment, corporate filing fees, storage unit insurance, vehicle insurance, accounting, payroll services, computer tech support and design services.

Deliverable - The Provider will submit 3 **complete** Crime Stoppers Reimbursement Requests with signatures which must be time stamped in the OAG grant management system by the due date for the Quarterly Invoice specified above even if no expenses were incurred. If the 20th falls on a Saturday, Sunday, or a state or federal holiday, then documents must be time stamped by the next business day. The Provider must submit one Final Reimbursement Expenditure Report which must be time stamped in the OAG grant management system by August 16. If August 16, falls on a Saturday, a Sunday or a state or federal holiday, then the time stamp must be on the next business day. The quarterly reimbursement request will include all invoices and required support documentation for expenditures must be uploaded in the OAG grant management system and received within the above same time frame. The performance report will include all required support documentation for determining the completion status of deliverables.

Financial Consequences – The Provider's total quarterly cost reimbursement will be reduced by 10 percent if the Provider fails to have its Crime Stoppers Reimbursement Request with signatures time stamped by the due date specified for the Quarterly Invoice, except if due date falls on a Saturday, a Sunday, or a state or federal holiday, then it must be time stamped by the next business day and the support documentation must be submitted either as aforementioned by the due dates as provided. A reduction of 10 percent will be applied to the Final Reimbursement if it is not time stamped by August 16. If August 16 falls on a Saturday, a Sunday or a state or federal holiday, then the timestamp must be on the next business day.

Provider Documentation - The OAG grant staff will use the timestamp in the OAG grant management system to determine whether or not this deliverable has been achieved. The timestamp must be due by the deadline specified in this agreement. If the Provider wishes to dispute the date as time stamped in the OAG grant management system, the Provider must submit proof of their submission having occurred prior to the deadline.

NOTE: Failure of the Provider to submit the required support documentation with or at the same time of the Reimbursement Request and Performance Report will result in a delay in processing which will result in a delay in payment.

EXHIBIT 2



OFFICE OF THE ATTORNEY GENERAL DIVISION OF VICTIM SERVICES AND CRIMINAL JUSTICE PROGRAMS

NONSTATE ENTITY FLORIDA SINGLE AUDIT ACT FORM

In accordance with Section 215.97, Florida Statutes, all nonstate entities who expend a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year must comply with the Florida Single Audit Act and its requirements. The Office of the Attorney General Division of Victim Services and Criminal Justice Programs as the state awarding agency for this grant is required to determine if your nonstate entity meets this requirement.

Please complete this form and return to your grant manager.					
Entity: Florida Association of Crime Stoppers, Inc. Grant Number: CRST-2020-Florida Association of Cr-00028	Fiscal Year: <u>July 1, 2020 – June 30, 2021</u>				
Did the nonstate entity expend a total amount of state financial a \$750,000.00 in any fiscal year from all funding sources, with stat Section 215.97(2)(a), Florida Statutes?	<u>=</u>				
Yes X No					
In accordance with Section 215.97, Florida Statutes; applicable rules and Chapter 10.650, Rules of the Auditor General, this nonstate entit and attests that the above information is true and accurate.					
Signature: Tank Burnel Title: President	Date: 1/29/2021				
Print Name: Frank Brunner					

Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Organization Information

Grant Year: July 1, 2020 - June 30, 2021

Type of Governmental Agency or Organization*

County
✓ Member, Florida Association of Crime Stoppers, Inc.

Organization Information

Name of Agency or Organization: Florida Association of Crime Stoppers, Inc.

Organization Mailing Address: P.O. Box 5766

City: Tampa State: Florida Zip: 33675-5766

Federal Identification Number: 651054149

Participating Counties: Alachua County

Baker County
Bay County
Bradford County
Brevard County
Broward County
Calhoun County

Charlotte County
Citrus County
Clay County
Collier County
Columbia County
DeSoto County

Dixie County
Duval County
Escambia County
Flagler County
Franklin County
Gadsden County

Glades County
Gulf County
Hamilton County

Gilchrist County

Hardee County Hendry County Hernando County

Highlands County

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Organization Information

Hillsborough County

Holmes County

Indian River County

Jackson County

Jefferson County

Lafayette County

Lake County

Lee County

Leon County

Levy County

Liberty County

Madison County

Manatee County

Marion County

Martin County

Miami-Dade County

Monroe County

Nassau County

Okaloosa County

Okeechobee County

Orange County

Osceola County

Palm Beach County

Pasco County

Pinellas County

Polk County

Putnam County

St. Johns County

St. Lucie County

Santa Rosa County

Sarasota County

Seminole County

Sumter County

Suwannee County

Taylor County

Union County

Volusia County

Wakulla County

Walton County

Washington County

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Organization Information

Applicable Judicial Circuits:

1st

2nd

3rd

. . .

4th

5th

6th

7th

8th

9th

10th

11th

12th

13th

14th

15th

16th

17th

18th

. . . .

19th

20th

21st

22nd

23rd

24th

25th

26th

27th

Total Budget Request: \$175,000.00

Contact Information

Individual to Contact in Case of Question: Kelly McLaren

Phone Number: (813) 442-9300

Email Address: kmclaren@crimestopperstb.com

Coordination of Services

Identify agencies with which the organization will coordinate its services.

Name of Agencies below:

Crime Stoppers of Alachua County

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Organization Information

Big Bend Crime Stoppers

Crime Stoppers Council of Broward County

Central Florida Crimeline

Chipola Crime Stoppers

Crime Stoppers of Citrus County

Crime Stoppers of Columbia County

Emerald Coast Crime Stoppers

First Coast Crime Stoppers

Gulf Coast Crime Stoppers

Heartland Crime Stoppers

Hernando County Crime Stoppers

Crime Stoppers of Holmes County

Crime Stoppers of Manatee County

Crime Stoppers of Marion County

Crime Stoppers of Miami-Dade & the Florida Keys

Crime Stoppers of Northeast Florida

Crime Stoppers of Palm Beach County

Panhandle Crime Stoppers

Crime Stoppers of Pinellas County

Santa Rosa County Crime Stoppers

Crime Stoppers of Sarasota County

Southwest Florida Crime Stoppers

Crime Stoppers of Suwanee

Crime Stoppers of Tampa Bay

Treasure Coast Crime Stoppers

Crime Stoppers of Washington County

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Certification Signatures

All information provided is considered a public record subject to disclosure pursuant to Chapter 119, F.S. Anyone claiming an exemption from the public records disclosure requirements of Chapter 119, F.S., must affirmatively inform our program in writing of all information to be protected and the basis for same per Florida Statutes.

Program D	Director	Informa	ation
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Prefix: Ms. Name: Kelly McLaren

Title: Program Director Business Address: P.O. Box 5766

City: Tampa State: Florida

Zip: 33675-5766

Phone Number: (813) 442-9300 Fax Number: (813) 443-6329

Email: kmclaren@crimestopperstb.com

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period. Funds approved in "Attachment B" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this grant must be returned to the Crime Stopper Trust Fund. Further, I certify the information in this application is true, complete and correct.

Authorizing Official Information

Prefix: Mr. Name: Frank Brunner

Title: President
Business Address: P.O. Box 5766

City: Tampa State: Florida

Zip: 33675-5766

Phone Number: (941) 812-9927 Fax Number: (813) 443-6329

Email: usma1989@verizon.net

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period. Funds approved in "Attachment B" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this grant must be returned to the Crime Stopper Trust Fund. Further, I certify the information in this application is true, complete and correct.

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Certification Signatures

Financial Officer Information

Prefix: Name: Kelly McLaren

Title: Treasurer

Business Address: P.O. Box 5766

City: Tampa State: Florida

Zip: 33675-5766

Phone Number: (813) 442-9300 Fax Number: (813) 443-6329

Email: kmclaren@crimestopperstb.com

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida Crime Stopper Trust Fund Grant Application Package for the duration of the grant period. Funds approved in "Attachment B" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this grant must be returned to the Crime Stopper Trust Fund. Further, I certify the information in this application is true, complete and correct.

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Board of Directors

Position on Board	Name	Email Address	Exempt	
Chairman/President:	Frank Brunner	usma@verizon.net		
Vice Chairman/Vice President:	Debbie Carter	dpc143@aol.com		
Treasurer: Kelly McLaren		kmclaren@crimestopperstb.com		
Secretary:	Cindy Innocenti	cinnocenti@columbiacrimestoppers.net		
Immediate Past President:	Barb Bergin	bbergin@crimeline.org		
Board Member:				

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc.
Grant No. CRST-2020-Florida Association of Cr-00028

Mission Statement and Area Served Information

Mission Statement:

Local citizens are responsible for forming local Crime Stopper programs. Civilian-based boards of directors are made up of persons from throughout the community. Board members generally oversee the program, establishing policies and providing direction as to the financial and promotional activities of the program. These Programs, along with the media and law enforcement, come together in partnership in an effort to provide crime-solving assistance to law enforcement.

Most boards meet monthly to evaluate arrests and decide on the dollar amount of rewards to be paid. The board of directors enhances the community involvement aspect, and its function is vital to the program's success. Those directors are also responsible for fund raising and volunteer services. Programs are supported in

part through tax-deductible donations from businesses, corporations, individuals, service organizations, and grants made available through the Crime Stoppers Trust

Fund. Crime Stoppers has enjoyed great success with the information it has gained from its communities. Today, community and student Crime Stoppers programs

reach around the world and are represented by the Nation/Regions of the United States, Canada, Caribbean, Latin America, Europe, Australia, and the

South/Western Pacific.

Our organization holds several training conferences throughout the year in various locations within the state hosted by the local Crime Stoppers program in the area. These conferences provide a central location for valuable networking opportunities. Training classes are provided for board members and law enforcement coordinators on various aspects of running a Crime Stoppers program from tip handling to paying rewards and managing grants. Trainers are often called upon from

the vast knowledge base within the states own seasoned program members. These members not only volunteer their time but also their experience with other members.

Training is held with the Florida Attorney General's Office, ensuring that programs receive up to date information regarding Trust Fund application and reporting requirements. Other services provided by the organization include: An operations manual to assist new programs to establish and guide established Crime Stoppers

programs; overseeing training and organizing forums for the exchange of ideas; and operating this web site with free information and links to other member programs.

Information about Area Served

County:

Population Served by Organization: 21,761,560
Crime Rate per County Served (per UCR): 393.0
Number of Media Outlets: 420

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Mission Statement and Area Served Information

Are Biliboards Available in Your Area ::	Yes
Number of Local Law Enforcement Agencies:	387
Number of Public Transportation Entities Available in Area Served:	31
Number of Community Events in Area Served:	122
Number of Schools in Area Served by Organization	
High Schools:	448
Middle Schools:	517
Elementary Schools:	1,862
Colleges:	28
Other Schools Served: (Private, Chartered, Christian, etc.)	673

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Previous Activity

Provide the following information for the three previous grant years, excluding current year, which occurred between July 1, and June 30 of the grant years requested.

Year	# of Tips	# of Tips Written Increase or Decrease from prior year	% of Increase or Decrease in Tips Written	# of Arrests	# of Cases Cleared	# of Rewards Approved	Total # of Rewards Paid	% of Rewards Paid vs. Approved
2016-2017	57,249			2,755	5,962	2381	833	34.99%
2017-2018	57,558	309	0.54%	3,057	4,373	3970	1389	34.99%
2018-2019	59,755	2197	3.82%	2,749	4,719	5943	2080	35.00%

Year	\$ Spent on Public Awareness*	Cost Per Tip	\$ Amount of Grant Funds Reimbursed
2016-2017	\$0	\$0	\$0
2017-2018	\$0	\$0	\$0
2018-2019	\$0	\$0	\$0

^{*}Dollars spent on Rewards and Public Education Category, not Dollars Budgeted.

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OFFICE OF THE FLORIDA ATTORNEY GENERAL

Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Programmatic and Fiscal Evaluation

State in this section what has been successful and what has not been successful and determine if programmatic cost from previous year and year-to date have been cost effective and productive.

2021 will be the first year that FACS has been awarded a state-wide grant through the OAG. Therefore, no programmatic and fiscal data exists.

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OFFICE OF THE FLORIDA ATTORNEY GENERAL

Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Performance Measures Review

Will your Performance Measures from the current grant year be achieved by your organization? If yes, please give a brief narrative of your achievements. If no, give reason why you were unable to meet your established Performance Measures and did you require a Program Modification?

2021 will be the first year that FACS has been awarded a state-wide grant through the OAG. Therefore, there are no performance measurers to review.

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Rewards and Public Education

Organization Name: Florida Association of Crime Stoppers, Inc. **Grant No.:** CRST-2020-Florida Association of Cr-00028

Provide information on all proposed grant expenditures in the appropriate budget categories. Items must meet these three (3) directives; "reasonable," "allowable," and "necessary." This includes, but is not limited to, the following approved items. Blank lines will be provided for other additional requests, but will be subject to evaluation and approval. This category must "Total" a minimum of 50% of your award amount.

Rewards & Public Education					
ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Rewards	\$5,000.00	100.00%	35	\$175,000.00	Rewards of up to \$8,500.00 are paid to tipsters for anonymous tips that lead to an arrest or arrest warrant in compliance with statutory guidelines for approved Homicide related tips. The average cost is \$5000.00 for 35 potential reward payments; based on the average number of tips voted on by the FACS Enhanced Reward Committee.
Tip Lines		0.00%		\$0	
Answering Service		0.00%		\$0	
Telecommute Fees		0.00%		\$0	
Tip Software		0.00%		\$0	
Cell Phone		0.00%		\$0	
Crime Prevention Training		0.00%		\$0	
Program Awareness/Media					
Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Bus Benches		0.00%		\$0	

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Rewards and Public Education

Yellow Pages Ads	0.00%	\$0
Billboards/Rolling	0.00%	\$0
Billboards		
Bus Wraps Only	0.00%	\$0
Cab Signs	0.00%	\$0
Newspaper	0.00%	\$0
Radio	0.00%	\$0
Television (program	0.00%	\$0
associated)		
Movie Theater	0.00%	\$0
Website	0.00%	\$0
Development/Maintenan		
ce		
Brochures	0.00%	\$0
Program Specialty Items	0.00%	\$0
Door Hangers/Yard	0.00%	\$0
Signs		
Window	0.00%	\$0
Clings/Signs/Stickers		
Newsletters	0.00%	\$0
Posters	0.00%	\$0
Banners	0.00%	\$0
LCD Projector	0.00%	\$0
Projection Screen	0.00%	\$0
Display Board	0.00%	\$0
Television	0.00%	\$0
VCR/DVD/Blue-Ray/or	0.00%	\$0
similar device		
Child ID Programs	0.00%	\$0
Child ID Supplies	0.00%	\$0
Crime Scene Tape	0.00%	\$0
•		

Fugitives

Item	\$ Amount	%	Quantity/ Number of	Total	Narrative
Wanted Fugitive Ads		0.00%		\$0	
Wanted Fugitive Flyers		0.00%		\$0	
Wanted Fugitive Posters		0.00%		\$0	
Wanted Fugitive		0.00%		\$0	

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Rewards and Public Education

Billboards

Other (specific line items not li	sted above)				
Item	\$ Amount	%	Quantity/	Total	Narrative
			Number of		
			Months		
1.		0.00%		\$0	
2.		0.00%		\$0	
3.		0.00%		\$0	
4.		0.00%		\$0	
5.		0.00%		\$0	
6.		0.00%		\$0	
7.		0.00%		\$0	
8.		0.00%		\$0	
9.		0.00%		\$0	
10.		0.00%		\$0	
TOTAL REWARDS & PUBLIC	EDUCATION		100.0	0%	\$175,000.00

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Operating Expenses

Provide information on all proposed grant expenditures in the appropriate budget categories. Items must meet these three (3) directives; **"reasonable"**, **"allowable"**, and **"necessary"**. This includes, but is not limited to, the following approved items. Blank lines will be provided for other additional requests, but will be subject to evaluation and approval.

Office Expenditures

ltem	\$ Amount	%	Quantity/ Number of	Total	Narrative
			Months		
Office Rent		0.00%		\$0	
Utilities		0.00%		\$0	
Office Phone		0.00%		\$0	
Cellular Phone		0.00%		\$0	
Fax Line		0.00%		\$0	
Internet Line/Wireless		0.00%		\$0	
Connectivity					
Vehicle Mileage		0.00%		\$0	
Postage/Express Mail		0.00%		\$0	
Post Office Box Rent		0.00%		\$0	
Storage Rent		0.00%		\$0	
General Office		0.00%		\$0	
Supplies/Letterhead/Envel					
opes					

Equipment And Property

Equipment And I roperty					
ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Computer		0.00%		\$0	
Computer Hardware		0.00%		\$0	
Accessories					
Laptop Computer		0.00%		\$0	
Additional Software		0.00%		\$0	
Fax Machine		0.00%		\$0	
Printer		0.00%		\$0	
Copier		0.00%		\$0	
Copier Rental		0.00%		\$0	
Copier Maintenance		0.00%		\$0	
Telephone Equipment		0.00%		\$0	

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OFFICE OF THE FLORIDA ATTORNEY GENERAL Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Operating Expenses

Membership Dues					
ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
FACS		0.00%		\$0	
Southeastern Crime Stoppers Association		0.00%		\$0	
USA Crime Stoppers Association		0.00%		\$0	
Fees					
ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Corporate Filing Fee		0.00%		\$0	
Insurances					
ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Board & Officer's Liability		0.00%		\$0	
Employee Bond Insurance		0.00%		\$0	
Storage Unit Insurance		0.00%		\$0	
General Liability		0.00%		\$0	
Vehicle Insurance		0.00%		\$0	
Travel					
ltem	\$ Amount	%	Quantity/	Total	Narrative
			Number of		
			Months		
1.		0.00%		\$0	
2.		0.00%		\$0	
3.		0.00%		\$0	
4.		0.00%		\$0	
5.		0.00%		\$0	
6.		0.00%		\$ 0	
7.		0.00%		\$ 0	
8.		0.00%		\$0 ©0	
9.		0.00%		\$0 ©0	
10.		0.00%		\$0	

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Operating Expenses

Professional Services					
ltem	\$ Amount	%	Quantity/	Total	Narrative
			Number of		
			Months		
Accounting		0.00%		\$0	
Payroll Services		0.00%		\$0	
Computer Tech Support		0.00%		\$0	
Design Services		0.00%		\$0	
Other (specific line items no	t listed above)				
ltem	\$ Amount	%	Quantity/	Total	Narrative
			Number of		
			Months		
1.		0.00%		\$0	
2.		0.00%		\$0	
3.		0.00%		\$0	
4.		0.00%		\$0	
5.		0.00%		\$0	
6.		0.00%		\$0	
7.		0.00%		\$0	
8.		0.00%		\$0	
9.		0.00%		\$0	
10.		0.00%		\$0	
Total Operating Expenses			0.00	%	\$0

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Salaried Employees: 1

Position Number Position Title Employee Name

0

Personnel Narrative:

Pay Schedule:

Position Type:

Hours Per Week	Yearly Employee Cost	RATE	Yearly Employer Cost	
Hourly Rate				
Gross Salary			\$0	\$0
FICA		7.65%	\$0	\$0
Withholdings				
Retirement				\$0
Health Ins.				\$0
Life Ins.				\$0
Dental Ins.				\$0
Workers Comp		%	\$0	\$0
Unemployment		%	\$0	\$0
(1st \$7K)				
Other Costs				\$0
TOTAL		\$0	\$0	\$0

Hours Per Week	Yearly Employee Cost	RATE	Yearly Employer Cost	
10				
Gross Salary			\$0	\$0
FICA		7.65%	\$0	\$0
Withholdings				
Retirement				\$0
Health Ins.				\$0
Life Ins.				\$0
Dental Ins.				\$0
Workers Comp		%	\$0	\$0

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Salaried Employees: 1

Unemployment (1st \$7K)	%	\$0	\$0
Other Costs			\$0
TOTAL	\$0	\$0	\$0

Explanation for Other Costs (if applicable):

Is this position Sworn or Non-Sworn?

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Budget Summary

Budget Category		%	Total Cost
Part A. Rewards and Public Education (Minimum of 50 REQUESTED TOTAL)	0% of	100.00%	\$175,000.00
Part B. Operating Expenses		0.00%	\$0
Part C. Salaried Employees (Maximum allowed 30% o REQUESTED TOTAL)	f	0.00%	\$0
	Requested Total	100.00%	\$175,000.00
	Award Amount	\$175,000.00	

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Review of Grant Application

Rewards	and Public Education	Allowable	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?
	Rewards Tip Lines	Yes	Yes	1	35	\$5,000.0 0		Yes	Yes
	Answering Service (Alternative Answers, CSI, Other) Telecommute Fees								
	Tip Software								
	Cell Phone (Tip Coordinator)								
	Crime Prevention Training								
		Allowab le	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?

Program Awareness/Media

Bus Benches

Yellow Pages (No bid if purchased with local phone utility carrier, if other, bid required)

Billboards/Rolling Billboards

Bus Wraps (Sole Source Determination Required)

Cab Signs

Newspaper

Radio

Television (Program Associated)

Movie Theatre

Website

Development/Maintenance

Brochures

Program Specialty Items (as approved) - Do Not Exceed 5%

Door Hangers/Yard Signs

(Does not include

Neighborhood Watch Signs)

Window Clings/Window

Signs/Window Stickers

Newsletters

Posters

Banners

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Review of Grant Application

LCD Projector

Projection Screen

Display Board

Television

VCR/DVD/Blue-Ray/or similar

device

Child ID Programs

Child ID Supplies

Crime Scene Tape

Allowable

Is this associated with the correct line

item

Meets Deliverable # Quantity Cost

Duratio

Math

Does the budget

budget narrativ e?

Fugitives

Wanted Fugitive Ads

Wanted Fugitive Flyers

Wanted Fugitive Posters

Wanted Fugitive Billboards

Allowable

Is this associated with the correct line item

Meets Deliverable # **Quantity Cost**

Duratio n

Math

Does the budget =

budget narrative?

Other

Allowable

Is this associated with the correct line item

Meets Deliverable #

Quantity Cost

Duratio n

Math

Does the budget = budget narrative?

Office Expenditures

Office Rent (must submit copy of lease and office

Office Phone (Not Tip Line)

Cellular Phone

Internet Line/Wireless

hours) Utilities

Fax Line

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Review of Grant Application

Connectivity (Internet

Service)

Vehicle Mileage

Postage/Express Mail (must maintain Postage Log for all stamps to demonstrate

usage)

Post Office Box Rent

Storage Rent

General Office

Supplies/Letterhead/Envelop

es

Allowable	is this	weets	Quantity	Cost	Duratio	watn	Does the	
	associated with	Deliverable #			n		budget =	
	the correct line						budget	
	item						narrative?	

Equipment and Property

Computer (Including monitor or software purchased with

computer)

Computer Hardware

Accessories

Laptop Computer (does not include iPad notebooks or similar devices)

Additional Software

Fax Machine

Printer

Copier

Copier Rental

Copier Maintenance

Telephone Equipment (not

bills)

Allowable Is this Meets Quantity Cost Duratio Math Does the associated with Deliverable # n budget = the correct line item narrative?

Membership Dues (Limited to those listed below)

FACS (Florida Association of Crime Stoppers)

Southeastern Crime

Stoppers Association

USA Crime Stoppers

Association

Allowable Is this Meets Quantity Cost Duratio Math Does the associated with Deliverable # n budget = the correct line

narrative?

Fees

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Review of Grant Application

Corporate Filing Fees

Insuranc	es Board & Officer Liability (Mandatory) Employee Bond Storage Unit Insurance General Liability	Allowable	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?
Travel	Vehicle Insurance	Allowable	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?
Professio	onal Services Accounting Payroll Services	Allowable	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?
Other	Computer Tech Support Design Services	Allowable	Is this associated with the correct line item	Meets Deliverable #	Quantity	Cost	Duratio n	Math	Does the budget = budget narrative?
		Allowable	Is this	Meets	Quantity	Cost	Duratio	Math	Does the

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Review of Grant Application

associated with Deliverable # budget = budget the correct line narrative? item **Employed By Crime Stoppers (Paid from CS Trust Fund)** Allowable Is this Quantity Cost Math Does the Meets Duratio associated with Deliverable # budget = n the correct line budget narrative? Executive Director (Salaried - Not paid hourly) \$175,000.00 **Grand Total** # of Counties Served # of Law Enforcement Agencies Served Last Year: 387 This Year: 387 Are all of the deliverables funded? Yes Is the application completed correctly? Yes

1/25/2021

Date

Signature of Reviewer

Karen O'Bryan

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Crime Stoppers 2020-2021

Organization: Florida Association of Crime Stoppers, Inc. Grant No. CRST-2020-Florida Association of Cr-00028

Deliverables 1-8

Deliverable 1 - Tip Line	0
Deliverable 2 – Board Rewards	3
Deliverable 3 - Public Awareness of "Tip Line" and Program	0
Deliverable 4 – Continuing Education	0
Deliverable 5 - Law Enforcement Contact	0
Deliverable 6 – Board Meetings for Grants Up to and including \$19,999	0
Deliverable 6 – Board Meetings for Grants \$20,000 or more	0
Deliverable 7 – Community Events	0
Deliverable 8 – Reporting Requirements	3

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Grant Year:	2020-2021
Organization:	Florida Association of Crime Stoppers,
County/Counties:	Statewide Initiative
County/Counties	Amount of Award
67 Florida Counties	\$175,000.00

COST/PRICE ANALYSIS FORM

Grant Number:

CRST-2020-Florida Association of Cr-00028

Organization Name: Florida Association of Crime Stoppers, Inc.

Depending on procurement/selection method and type of agreement to be entered into, price and/or cost analyses should be completed. Section 216.3475, Florida Statutes requires that a person or entity that is awarded funding on a non-competitive basis may not be paid more than the competitive market rate.

1. Determine if costs are:

- a. Allowable
- b. Reasonable c. Necessary

2, * Can use for comparison:

Current and previous ITBs, RFPs, quotes, contract prices, similar program costs and published price lists.

NOTE: These guidelines apply to all agreements, regardless of funding source or form (contract,

purchase order, memorandum of understanding, grant, etc.).
Competition (2 or more responses) usually establishes price reasonableness (except competitively procured fixed price/fixed rate agreements with recipients which will require further cost analyses). Fixed price/fixed rate agreements with vendors which have been competitively procured by evaluation of two or more responses, do not usually require further price or cost analyses.

ITN, Single Source, and non-competitive procurements objective is to negotiate an agreement that provides the greatest incentive for efficient and economical performance.

	Definition	Objective	Actions	Contract Types Applicable to	Check Box Indicating Method Used
Price Analysis	The process of examining and evaluating proposed price without evaluating its separate cost elements.	Verify that overall price is fair and reasonable	*Compare current proposed prices *Compare current price to previous price	ITN, Single Source, and non- competitive procurements require price and cost analyses.	[X] Current ITB or RFPs [X] Previous ITB or RFPs [X] Quotes [X] Contract prices [X] Similar program costs [X] Published price lists
Cost Analysis		Determine the allowability and reasonable ness of proposed cost elements.	costs are allowable (per federal and state laws, rules and regulations). "Evaluate necessity for and reasonableness of proposed costs. (Pay particular attention to fringe benefits, overhead and indirect cost rates, profit margin.)"Compare to actual	competitive procurements require price and cost analyses. Cost reimbursement and/or cost plus	[X] Current ITB or RFPs [X] Previous ITB or RFPs [X] Quotes [X] Contract prices [X] Similar program costs [X] Published price lists

	Line Item Budget Category	Amount	% Allocated this Agreement	Allowable	Reasonable	Necessary
	Total Contract Value	\$175,000.00	新教育		LINE SERVICE S	
Item #	Rewards & Public Education	\$175,000.00	100.0%	ENGINEER PROPERTY.		AND DESCRIPTION OF
1	Rewards	\$175,000.00	100.0%	x	х	х
2	Tip Lines		0.0%			
3	Answering Service		0.0%			
4	Telecommute Fees		0.0%			
5	Tip Software		0.0%			
6	Cell Phone (Tip Coordinator)		0.0%			
7	Crime Prevention Training		0.0%			

	Program Awareness/Media	Maria Maria Maria		黎星星	
8	Bus Benches		0.0%		
9	Yellow Page Ads (not listing)		0.0%		
10	Billboards/Rolling Billboards		0.0%		
11	Bus Wraps Only (Sole Source Determination Requird)		0.0%		
12	Cab Signs		0.0%		
13	Newspaper		0.0%		
14	Radio		0.0%		
15	Television (Program Associated)		0.0%		
16	Movie Theater		0.0%		
17	Website Development/Maintenance		0.0%		
18	Brochures		0.0%		
19	Program Specialty Items (as approved)		0.0%		
20	Door Hangers/Yard Signs (Does not include Neighborhood Watch Signs)		0.0%		
21	Window Clings/Signs/Stickers		0.0%		
22	Newsletters		0.0%		
23	Posters		0.0%		
24	Banners		0.0%		
25	LCD Projector		0.0%		
26	Projection Screen		0.0%		
27	Display Board		0.0%		
28	Television		0.0%		
29	VCR/DVD/Blue-Ray/or similar device		0.0%		
30	Child ID Programs		0.0%		200
31	Child ID Supplies		0.0%		
32	Crime Scene Tape		0.0%		

				100 May	Selected to the	Control of the Control
Item #	Fugitives					
33	Wanted Fugitive Ads		0.0%			
34	Wanted Fugitive Flyers		0.0%			
35	Wanted Fugitive Posters		0.0%			
36	Wanted Fugitive Billboards		0.0%			
Item#	"OTHER" Specific Line Items					
37	Booth Fees		0.0%			
38	Social Media Ad Boosts		0.0%			
39	Vehicle Wrap		0.0%			
40			0.0%			
41			0.0%			
42			0.0%			
	TOTAL REWARDS & PUBLIC EDUCATION	\$175,000.00				
Item #	Operating Expenses	\$0.00	0.0%			
43	Office Rent (Must submit copy of lease)		0.0%			
44	Utilities		0.0%			
45	Office Phone (Not Tip Line)		0.0%			
46	Cellular Phone		0.0%			
47	Fax Line		0.0%			
48	Internet Line/Wireless Connectivity (Internet Service)		0.0%			
49	Vehicle Mileage		0.0%			
	Postage/ Express Mail (must maintain postage log for all stamps to demonstrate usage)		0.0%			
50	Post Office Box Rent		0.0%			
51						
52	Storage Rent General Office		0.0%			
53	Supplies/Letterhead/Envelopes		0.0%			

	Line Item Budget Category	Amount	% Allocated this Agreement	Allowable	Reasonable	Necessary
	Equipment and Property		1461.			4 201
54	Computer (Including monitor or Software purchased with computer		0.0%			
55	Computer Hardware Accessories		0.0%			
56	Laptop Computer (does not include ipad notebooks or similar devices		0.0%			
57	Additional Software		0.0%			
58	FAX Machine		0.0%			
59	Printer		0.0%			
60	Copier		0.0%			
61	Copier Rental		0.0%			
62	Copier Maintenance		0.0%			
63	Telephone Equipment (not bills)		0.0%			
Item #	Membership Dues (Limited to those below					
64	FACS (Florida Association of Crime Stoppers, Inc.)		0.0%			
65	Southeastern Crime Stoppers Association		0.0%			
66	USA Crime Stoppers Association		0.0%			
Item #	Fees				Mary Control	
67	Corporate Filing Fees		0.0%			
	Line Item Budget Category	Amount	% Allocated this Agreement	Allowable	Reasonable	Necessary
Item#	Insurance	建制。实际各种是				
68	Board & Officers Liability (Mandatory)		0.0%			
69	Employee Bond Insurance		0.0%			
70	Storage Unit Insurance		0.0%			
71	General Liability		0.0%			
72	Vehicle Insurance (State Owned)		0.0%			
Item #	Travel				A BOOK	
73	Travel (all)		0.0%			
Item #	Professional Services					5.0120 QO 2586.5
74	Accounting		0.0%	portionalises in a second medicin		
75	Payroll Services		0.0%			
76	Computer Tech Support		0.0%			
77	Design Services		0.0%			

Item#	Other (Explain) (in Section 11, page 15)					
79			0.0%			
80			0.0%			
81			0.0%			
82			0.0%			
83			0.0%			
84			0.0%			
85			0.0%			
86			0.0%			
87			0.0%			
	TOTAL FOR OPERATING EXPENSES	\$0.00				
	Line Item Budget Category	Amount	% Allocated this Agreement	Allowable	Reasonable	Necessar
Item #	Salaries and benefits	\$0.00	0			
88			0.0%			
89		V)	0.0%			(= 5:3;
90			0.0%			
91			0.0%			
92			0.0%			
93			0.0%			
94	Executive Director		0.0%			
	TOTAL	\$175,000.00	100%			

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Karen O'Bryan, Program Administrator (Type Name and Title Here)

Karen O'Bryan, Program Administrator (Type Name and Title Here)

OFFICE OF THE ATTORNEY GENERAL Division of Victim Services and Criminal Justice Programs



ASHLEY MOODY ATTORNEY GENERAL STATE OF FLORIDA RICHARD R. NUSS
Bureau Chief
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Telephone (850) 414-3351, Fax (850) 413-0633
rick.nuss@myfloridalegal.com

February 1, 2021

Mr. Frank Brunner, President Florida Association of Crime Stoppers, Inc. Post Office Box 5766 Tampa, Florida 33675-5766

Re: Grant Number: CRST-2020-Florida Association of Cr-00028

Florida Crime Stoppers Trust Fund (CSTF)

Dear Mr. Brunner:

Congratulations on being selected as a 2020-2021 Crime Stoppers Trust Fund grant recipient. To formalize the grant, the agreement contained in the E-grants Management System must be executed by your agency/organization and the Office of the Attorney General.

Please ensure that only the individuals designated as the required signatures for your agency/organization affixes his/her signature on the Provider lines of the grant agreement, including the date signed and the Federal Employer Identification Number (FEID). Upon completion, return the original signed agreement including Attachment A, Exhibit 1, Attachment B, Attachment C, and Exhibit 2 by overnight mail to my attention. A copy of the fully executed agreement, "Budget as Approved" form and Grant Application (Attachment B) with Attachment A, Exhibit 1, Attachment B, Attachment C, and Exhibit 2 will be uploaded to the E-grants Management System for your agency/organization's records. Please note that no grant expenses may be incurred for the 2020-2021 grant year prior to July 1, 2020, or until the agreement is fully executed, whichever is later.

Should you have any questions regarding these matters, please contact Karen O'Bryan at (850) 414-3362.

Sincerely,

Richard R. Nuss, Bureau Chief Bureau of Criminal Justice Programs

RRN/ko

Attachments

BUDGET AS APPROVED 2020-2021

Agency Name: Florida Association of Crime Stoppers, Inc.

CRST-2020-

Florida

Date

Association of Cr-

Grant No: 00028

Date: February 1, 2021

Approved,Bureau Chief

Amend No:

		Amount Requested	Amount Approved
	Rewards and Public Education	\$175,000.00	\$175,000.00
	Operating Expenses	\$0.00	\$0.00
	Salaried Employees	\$0.00	\$0.00
Total Budget Requested		\$175,000.00	\$175,000.00
Disallowed, Reduced or Unrequested Expenditures:			\$0.00
Total Approved Budget Available Trust Fund Amount Balance			\$175,000.00 \$175,000.00 \$0.00
Approved, Program Administration	tor		2 1 2 1 Date
Jan 1			2/15/21