



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 1/21/2020 Meeting Date: 2/6/2020

Name: Cindy Innocenti Department: Sheriff

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Cindy Innocenti", is written over the signature line.

1. Nature and purpose of agenda item:

Sheriff's Office - Recognize Crime Stoppers of Columbia County, Inc. as the official crime stoppers program in Columbia County

2. Recommended Motion/Action:

Approve recognition of Crime Stoppers of Columbia County, Inc.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Tip Line: 386-754-7099
4917 US Hwy 90 East
Lake City, FL 32055
www.columbiacrimestoppers.net

January 14, 2020

Commissioner Toby Witt, Chairman
Columbia County Board of County Commissioners
PO Box 1529
Lake City, FL 32056

Re: Authorization Letter

Commissioner Witt,

On behalf of the Board of Directors of Crime Stoppers of Columbia County, Inc., I would like to request a letter from the County Commission that acknowledges Crime Stoppers of Columbia County, Inc. as the official crime stoppers program in Columbia County. This letter would authorize Crime Stoppers of Columbia County, Inc. to apply and receive funds from the Crime Stoppers Trust Fund, as required in subsection 15.555(5)(b) of the Florida State Statutes.

If you have any questions or need additional information, please call me at 386-758-1104, or email me, cinnocenti@columbiacrimestoppers.net. Your consideration of my request is most appreciated.

Sincerely,

Cindy Innocenti
Chairperson



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

AND

**Crime Stoppers of Columbia County, Inc.
GRANT NO: CRST-2019-Crime Stoppers of Columbi-00007
CSFA #41.002**

THIS AGREEMENT is entered in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, Catalog of State Financial Assistance (CSFA) number 41.002, hereafter referred to as the AGENCY, and Crime Stoppers of Columbia County, Inc., hereafter referred to the PROVIDER. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

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

ARTICLE 2. SCOPE OF SERVICES

The PROVIDER will provide units of deliverables, 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.

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.

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. The PROVIDER will that the AGENCY will not be liable to any subcontractor or service provider for any reason. The PROVIDER, at its expense, will at the request of the AGENCY defend and indemnify the AGENCY against claims by any subcontractor or service provider.

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 3. PAYMENT

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 paid to the PROVIDER for costs incurred for services performed under this Agreement will not exceed the amount listed below which is based upon the

amount of monies deposited into the Crime Stoppers Trust Fund within the judicial circuit in which monies were collected and available for award and available unused funds. The AGENCY will distribute funds as equitably as possible, based on amounts collected within each county, when more than one county is eligible for funds within a judicial circuit. If the PROVIDER is an official member of the Florida Association of Crime Stoppers, monies may only be allocated upon receipt of a Letter of Agreement from the appropriate Board of County Commissioners for each county served by the PROVIDER. In accordance with the approved grant application, the total sum of monies approved for the costs incurred under this Agreement will not exceed \$14,085.24.

Financial consequences, as required pursuant to Section 215.971(1)(c), Florida Statutes, will be applied pursuant to the Deliverables and Financial Consequences contained in Attachment C of the Agreement.

The PROVIDER will not commingle grant funds with other business or personal funds or accounts and must keep grant funds physically separated from all other business or personal funds or accounts in a separate account.

ARTICLE 4. TIME OF PERFORMANCE

This Agreement will become effective on July 1, 2019, or on the date when the Agreement has been signed by all parties, whichever is later, and will continue through June 30, 2020. No modifications can be made after the termination date, June 30, 2020, or when all funds have been used.

ARTICLE 5. 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. Failure of the Provider to register electronically with the State of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

ARTICLE 6. 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 7. AUTHORIZED EXPENDITURES

Only those expenditures which are outlined in the grant application and approved by the AGENCY may be charged as allowable costs resulting from obligations incurred during the term of this Agreement, July 1, 2019, through June 30, 2020. The PROVIDER will not make any modifications to the approved grant application without submitting a Budget Modification request and receiving prior written approval of the AGENCY. Budget Modification requests for transfers between funded line items within the same budget category will be given priority status by the AGENCY and will be reviewed for approval within three business days of receipt of the written request. The AGENCY will respond to Budget Modification requests which are not for transfers between funded line items within the same budget category within 30 calendar days of receipt of the written request. Budget Modifications must be approved in writing by the AGENCY prior to the expenditure of any AGENCY grant funds arising from any adjustments between previously approved budget categories and line items.

The PROVIDER may 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. The PROVIDER further agrees that travel expenses paid by grant funds will not exceed allowable rates for state employee travel pursuant to Section 112.061, Florida Statutes, and expenditures of State financial assistance must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. The PROVIDER will reimburse the AGENCY for any unused balances of unobligated

cash that were advanced or paid that are 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, 2020, the termination date of the Agreement.

Office space rental reimbursed from the Crime Stoppers Trust Fund may only be used for Crime Stoppers activities. If the space is used for other than Crime Stoppers activities, the Provider will only be reimbursed a percentage of the total cost based upon the percentage of time that the space is being used for Crime Stoppers activities.

ARTICLE 8. METHOD OF PAYMENT

The PROVIDER, in accordance with Section 216.181(16), Florida Statutes, may request an advance of up to three months of anticipated expenses for program start-up, not to exceed one quarter of the grant total subject to approval by the Department of Financial Services. Subsequent grant funds payments will be based on reimbursement of monthly expenditures as reported by the PROVIDER. Provider repayment of an advance payment will begin on April 1, 2020, or when 75 percent of the budget has been used, whichever occurs first. The PROVIDER must remit to the AGENCY all interest earned on the advance payment if such advance payment was ever deposited into an interest-bearing account.

A Reimbursement Request will be processed monthly 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.

All invoices received from the PROVIDER will be processed in accordance with Section 215.422, Florida Statutes.

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.

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

ARTICLE 9. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), 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 10. REPORTS

The PROVIDER will maintain and timely file such fiscal, inventory, and other reports as the AGENCY may require as incorporated in Attachment B to this Agreement. If the PROVIDER fails to submit the required reports in a timely manner, the AGENCY will withhold payment and processing of Reimbursement Requests until all required reports have been submitted in a satisfactory manner.

ARTICLE 11. 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 12. PURCHASES

The PROVIDER must purchase articles which are the subject of or are required to carry out this Agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. For purposes

of this Agreement, the PROVIDER will be deemed substituted for the AGENCY insofar as its dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

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 Section 403.7065, Florida Statutes.

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 business organization, the PROVIDER must comply with Florida Administrative Code Rule 60A-1.002, AND Chapter 287, Florida Statutes, by obtaining a minimum of three written quotes for all grant-related purchases equal to or in excess of \$2,500.00, 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 Board of Directors' review and approval for all products or services exceeding the amount of \$2,500. The AGENCY, upon request in advance, may approve in writing an alternative purchasing procedure.

ARTICLE 13. PROPERTY

The PROVIDER will comply with the requirements set forth in 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 property acquired with grant funds, and will 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 14. 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 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 under this Agreement, records will be retained for a minimum period of five years after the resulting 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, and at no additional cost to the AGENCY, will facilitate the duplication and transfer of any records or documents during the required retention period set forth in Article 14, Paragraph 2.

The PROVIDER will that these records will be subject at all reasonable times to inspection, review, copying, and/or 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 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.

Pursuant to Section 20.055, Florida Statutes, the PROVIDER, and any subcontractor to PROVIDER, understands and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing..

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 clients, employees and subcontractor's employees of the PROVIDER 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 to 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. FINAL INVOICE

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 accept 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.

ARTICLE 18. NOTICE

Except as otherwise specified herein, all formal notices required under this Agreement will be in writing and sent by email, or by hand 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.

ARTICLE 19. 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 by those persons while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) 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 20. INDEPENDENT CONTRACTOR

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 support services (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.

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.

This Agreement does not vest any rights in third parties and is not intended to be relied upon by third parties.

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 Section 24(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, 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 eligibility to work in the United States of all persons employed during the Agreement term by the PROVIDER to perform employment duties within Florida.

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 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

Pursuant to Section 287.133(2)(a), 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 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.

ARTICLE 27. 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

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.

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.

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, 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 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 letters, 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.

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 as set forth in this Article expires or is vacated, the PROVIDER will refund a 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 attorney's 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

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 is mutually agreed upon in writing.

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 AGENCY will be the final authority as to the availability and adequacy of funds.

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 set forth 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.

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 the expiration of the Agreement.

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.

In the event this Agreement is terminated, the PROVIDER will be reimbursed for costs of services provided through the effective date of termination, only if proper and complete documentation to support such reimbursement is received by the AGENCY within 30 days following the effective date of termination of this agreement.

Notices under this Article will be delivered by a method of email, or by hand delivery, to 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.

ARTICLE 33. AMENDMENTS

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 will be confirmed in writing by each party. 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 a modification of the approved grant application.

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

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: Crime Stoppers of Columbia County, Inc.
Address: 4917 E US Hwy 90
City, State Zip: Lake City, Florida, 32055-6288
Telephone Number: (386) 758-1104
Email Address: cinnocenti@columbiacrimestoppers.net

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

Name: Cindy Innocenti, Treasurer
Address: 4917 E US Hwy 90
City, State Zip: Lake City, Florida, 32055
Telephone Number: (386) 758-1104
Email Address: cinnocenti@columbiacrimestoppers.net

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: Cindy Innocenti ,
Title: Program Director/Treasurer
Address: 4917 E US Hwy 90
City, State Zip: Lake City,Florida, 32055
Telephone Number: (386) 758-1104
Email Address: cinnocenti@columbiacrimestoppers.net

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, Criminal Justice Programs
Address: PL-01, The Capitol
City, State Zip: Tallahassee, FL 32399-1050
Telephone Number: (850) 414-3360
Email Address: rick.nuss@myfloridalegal.com

In the event of any change concerning any above representative, contract manager, or office (names, addresses, telephone numbers), notice of such change will be provided in writing to the other party and updated by the AGENCY as a modification to the approved grant application contained in the E-grants Management System.

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

The parties consent to jurisdiction and venue in the appropriate State court in Leon County, Florida.

ARTICLE 37. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement and its attachments, Attachments A, B, and C; Exhibits 1, and 2, and any additional exhibits referenced therein; and any documents incorporated by reference, including the approved grant application contained in the AGENCY's 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 Crime Stoppers of Columbia
County, Inc.**

**AGENCY: Office of the Attorney General
Department of Legal Affairs
State of Florida**



PRESIDENT/CHAIRMAN OF THE BOARD

**EMERY GAINEY (DATE)
CHIEF OF STAFF**

Name: _____

Title: _____

Name: _____

Title: _____

26-0580346

FEDERAL EID # of PROVIDER

PROVIDER Fiscal Year Ending Date: 06/31/2020



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.

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 for-profit 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 directly 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 directly 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 directly 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:

<u>STATE PROJECT</u>	<u>AGENCY</u>	<u>PROJECT TITLE</u>	<u>AMOUNT</u>
#41.002	Office of the Attorney General	Crime Stoppers	\$14,085.24

TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, F.S. \$14,085.24

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 CRIME STOPPERS TRUST FUND
PROGRAMATIC AND REPORTING REQUIREMENTS

Agency Name: Crime Stoppers of Columbia County, Inc.

- 1) **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. The Reimbursement Request/Expenditure Report Summary and all other required reports listed below, a - h and #4, must be submitted by the 20th day of the following month. If the 20th day falls on a Saturday, a Sunday, or a state or federal holiday, the reports must be submitted by the next business day. Reports are due every month even if no expenditures are incurred, unless the Final Report has been submitted. The Reimbursement Request/Expenditure Report is incorporated at Florida Administrative Code Rule 2A-9.006, and must contain the following supporting documents as applicable:

- a) **Invoice Tracking: Public Education, Operating Expenses and Salaried Employees:** These forms are used to seek reimbursement of allowable expenses as outlined in the grant application or as approved by the Agency under a Budget Modification. All three forms must be included with the Reimbursement Request/Expenditure Report Summary and must be submitted by the 20th day of the following month. If the 20th day falls on a Saturday, Sunday, or a state or federal holiday, then they must be submitted by the next business day. All three of these reports are incorporated at Florida Administrative Code Rule 2A-9.006 and are due every month even if no expenditures were incurred, unless the Final Report has been submitted.
- b) **OAG Tip Report:** To claim rewards for reimbursement, the OAG Tip Report must be completed. 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 # and Date Debited from Bank.

The OAG Tip Report must be signed by a 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 each month, even if no rewards are being claimed for reimbursement.

- c) **Project Specific Timesheet:** Project Specific Timesheet must be used to report time spent on Crime Stoppers grant activities. Only salary for time spent on activities relevant to the Crime Stoppers program is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of salary expenses and must be completed for all organizational staff members including Executive Directors. Failure to submit the Project Specific Timesheet for any grant staff will result in removal of any requested salary dollars until such time as the required Project Specific Timesheet is submitted. The Project Specific Timesheet must be submitted monthly. The form must be signed by the employee. Executive Directors and Project Directors must have their timesheets authorized by a member of the Board of Directors for the Crime Stoppers organization. Executive Directors and Project Directors may authorize the timesheets of their staff providing staff is not related to Project

Director or Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report appropriate time. The Project Specific Timesheet form is incorporated by reference at Florida Administrative Code Rule 2A-9.006.

d) **Daily Vehicle Use Log:** This form is used to report mileage for activities relevant to the Crime Stoppers program within the organization's local service area. This form **is not** for use when travel is outside the organization's service area. The signature of the person claiming mileage is required and the form must be signed by an authorized member of the Board of Directors for the Crime Stoppers organization. Executive Directors and Project Directors may not authorize their own Daily Vehicle Use. However, they may authorize those of their staff provided staff is not related to Project Director or Executive Director. The Daily Vehicle Use Log form is incorporated by reference at Florida Administrative Code Rule 2A-9.006.

e) **Property Inventory:** All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 69I-72, using grant funds, requires a Property Inventory Report be completed and submitted to the OAG at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted. The Property Inventory Report form is incorporated by reference at Florida Administrative Code Rule 2A-9.006.

f) **Authorization to Incur Travel Expense:** Pursuant to Florida Administrative Code Rule 69I-42.003, form DFS-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the Crime Stoppers Board of Directors. Same must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061, Florida Statutes. This form must be submitted along with the completed Travel Voucher when requesting reimbursement of travel expenses associated with the Crime Stoppers grant project. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.

g) **Travel Voucher:** Pursuant to Florida Administrative Code Rule 69I-42.003, form DFS-AA-15 will be used when requesting reimbursement for travel expenses associated with the Crime Stoppers grant project. The form will be completed by all travelers requesting reimbursement from Crime Stoppers Trust Fund and will be prepared in strict compliance with Section 112.061, Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor or an authorized member of the Crime Stoppers Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the Crime Stoppers organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the Crime Stoppers project and in the program's previously approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFS-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly Reimbursement Request/Expenditure Report is submitted.

Budget Modification: The Budget Modification request must be completed and submitted to the OAG for approval prior to expenditure of any transfer funds. Budget Modifications submitted after a purchase has been made will not be processed or approved unless the program has sufficient funds in the previously approved budget line item. No Budget Modifications will be processed or approved after June 1st. Please ensure that all budget modifications provide that services will be

received within the same grant year as the expenditure. New projects will not be approved the last month of the grant year. The Budget Modification Request form is incorporated by reference at Florida Administrative Code Rule 2A-9.006.

- 2) **Program Modifications:** The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or before April 1st, for review to allow sufficient time for the program to meet any approved changes. No Program Modifications forms will be processed or approved after April 1st. The Program Modifications form is incorporated by reference at Florida Administrative Code Rule 2A-9.006.
- 3) **Monthly Performance Report:** This form is used to provide information on the minimum performance measures required for all Crime Stoppers organizations and to justify reimbursement. 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 Reimbursement 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 Monthly Performance Report is incorporated by reference at Florida Administrative Code Rule 2A-9.006.
- 4) **Final Invoice - Reimbursement Request/Expenditure Report Summary:** The Final Invoice for any given grant year must be submitted by August 15 of the immediately following grant year. If August 15 falls on a Saturday, a Sunday, or a state or federal holiday, then it must be submitted by 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: Crime Stoppers of Columbia County, Inc.

Date: July 1, 2019 thru June 30, 2020

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Must be submitted by the 20th day of the Month following completion of the Deliverable:

Deliverable 1 - Tip Line

Scope of Work - The Provider will provide and maintain all budgeted components of a tip line, answering service, telecommute, tip software and the tip coordinator's cell phone for the purpose of receiving anonymous tip information from the public regarding fugitives, crimes committed and other wanted criminals as well as stolen property or illegal drugs for transfer to law enforcement for investigation. Budget line items associated with this deliverable are: tip lines, answering service, telecommute fees, tip software and cell phone (tip coordinator).

Deliverable - The Provider will provide and maintain a dedicated phone line 24 hours a day, 7 days a week, 365 days a year for the public to report information concerning crimes, recovery of drugs, stolen property, and other wanted fugitives for transfer to law enforcement for investigation.

Financial Consequences - For each budgeted component of Provider's tip line is found to be non-functioning or unavailable to the public, a 10 percent reduction in the overall monthly cost reimbursement submitted for that month will be applied.

Provider Documentation - The Provider will submit the following to support that services were available as required: Copies of invoices associated with line items, phone lines, answering services, telecommute/transfer fees, tip software, and tip coordinator's cell phone indicating monthly services were provided.

Deliverable 2 - Rewards

Scope of Work - The Provider on a monthly basis, will review and either approve, adjust, or deny payment of any and all rewards submitted as a result of anonymous tips received prior to arrest, through their tip line, text-a-tip, or website tip, which resulted in an arrest being made, recovery of drugs or stolen property. ***Note: In a month 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 month, either by the entire Crime Stoppers Board of Directors or by an appointed Reward Committee consisting of no less than two active 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 an arrest, recovery of drugs or stolen property.

Financial Consequences - For each reward listed on the OAG Tip Report, when cross referenced with the Provider's Board Meeting Minutes where tips were approved or e-mail verification 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 a 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.***

Crime Stoppers Trust Fund Monthly Performance Report
Organization: Crime Stoppers of Columbia County, Inc.

Date: July 1, 2019 thru June 30, 2020

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Deliverable 3 – Public Awareness of “Tip Line” and Program

Scope of Work - The Provider will promote the Crime Stoppers program for the purpose of making the public aware of the tip number, text-a-tip, or website tip numbers, possible reward available for information leading to an arrest, the recovery of stolen property or drugs, or a specific crime. Budget line items associated with this deliverable are: bus benches, yellow page ads, billboards, rolling billboards, bus wraps, cab signs, newspaper, radio, television (program associated) movie theaters, website development and maintenance, brochures, promotional materials, door hangers, yard signs, window clings, signs, stickers, newsletters, posters, banners, LCD Projector, display board. Television, VCR/DVD/Blue-Ray or other similar devices, and all line items designated as “other” under rewards and public education.

Deliverable - The Provider will promote the Crime Stoppers “tip line”, “text-a-tip,” or website tip numbers or a specific crime a minimum of once a month for 11 months, August 1 through June 30, using any of the venues listed in line items detailed under the scope of work and is a part of the approved budget. All methods of public awareness must contain the OAG acknowledgement to qualify for reimbursement.

Financial Consequences – If the Provider fails to promote their program once a month for 11 months, between August 1 and June 30, will receive a 10 percent reduction of the cost reimbursement within the month service cannot be documented. **NOTE: Some copies and photos may qualify to be submitted only once and placed in the Provider’s file for reference provided they are taken in the current grant year. Photos and copies that are from another grant year will not be accepted as current grant year support documentation.**

Provider Documentation - The Provider will submit the following as support of services for the month stated on the Monthly Performance Report for each monthly service completed: Submit invoices current copies, photos, ads, etc., of all public awareness campaigns paid for with Crime Stoppers Trust Fund dollars. (to include date, time, and places where displayed or distributed) All support documentation must contain the OAG acknowledgement to qualify for reimbursement; or Organizations dispersing purchases only from line items narrated in the scope of work for public awareness on a monthly basis, may submit a document indicating date, location, number of items and signature of board authorizing official confirming dispersal.

Deliverable 4 – Continuing Education

Scope of Work - The Provider is required to attend trainings during the grant year, July 1 through June 30. Training may be through Florida Association of Crime Stoppers, Crime Stoppers USA, Southeastern Crime Stoppers Association or other trainings as approved by a majority vote of the FACS membership and is directly related to the Crime Stoppers project. The budget line items associated with this deliverable are FACS, Southeastern Crime Stoppers Association, USA Crime Stoppers Association and travel.

Deliverable - The Provider is required to attend two (2) trainings per grant year, July 1 through June 30, through Florida Association of Crime Stoppers (FACS), Crime Stoppers USA, Southeastern Crime Stoppers Association or other Crime Stoppers trainings as approved in writing prior to travel by a majority vote of the FACS membership and is directly related to the Crime Stoppers project.

Financial Consequences - If the Provider fails to attend two trainings per year, does not attend all of the sessions and cannot provide a certificate of attendance or whose name does not appear on all days of the sign-in-sheets will result in a 10 percent reduction of the monthly cost reimbursement.

Provider Documentation - The Provider must submit copies of the agenda and either sign-in sheets or certificate of attendance for all trainings attended where reimbursement from the Crime Stoppers Trust Fund is requested

Crime Stoppers Trust Fund Monthly Performance Report
Organization: Crime Stoppers of Columbia County, Inc.

Date: July 1, 2019 thru June 30, 2020

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Deliverable 5 – Law Enforcement Contact

Scope of Work - The Provider is required to contact all local law enforcement agencies noted in the "Mission Statement and Area Served" section of their grant application, via e-mail, to offer support of the program. Budget line items associated with this deliverable are crime prevention training, bus benches billboards, rolling billboards, newspaper, radio, television (program associated), website development and maintenance, promotional materials, door hanger, yard signs, posters, crime scene tape, wanted fugitive ads, wanted fugitive flyers, wanted fugitive posters and wanted fugitive billboards.

Deliverable - The Provider is required to make contact with all local law enforcement agencies noted in the "Mission Statement and Area Served Information" section of their grant application, via e-mail, a minimum of once a month to offer the support of the program through venues listed in the following line items: crime prevention training, bus benches billboards, rolling billboards, newspaper, radio, television (program associated), website development and maintenance, promotional materials, door hanger, yard signs, posters, crime scene tape, wanted fugitive ads, wanted fugitive flyers, wanted fugitive posters and want fugitive billboards.

Financial Consequences - A Provider who fails to make contact with local law enforcement agencies in the "Mission Statement and Area Served Information" section of their grant application, via e-mail, a minimum of once a month, July 1 through June 30, to offer the support of the program through venues listed in line items narrated in the scope of work will receive a 10 percent reduction in their monthly cost reimbursement for any month services as required are not completed.

Provider Documentation - The Provider will submit copies of sent e-mails indicating date and time sent each month to support notifying local law enforcement agencies in the "Mission Statement and Area Served Information" section of their grant application, of the venues Crime Stoppers has available to support the law enforcement partnership with Crime Stoppers.

Deliverable 6A – Board Meetings Grants Up to \$19,999

Scope of Work - The Provider receiving up to and including \$19,999 in grant funds will conduct quarterly board meetings during the course of the grant year, July 1 through June 30. The Budget line items associated with this deliverable are board and officer's liability and employee bond insurances.

Deliverable - The Provider receiving up to and including \$19,999 in grant funds will conduct a minimum of four quarterly board meetings during the grant year, July 1 through June 30. Of which one board meeting must be held between July 1 and September 30, October 1 and December 31, January 1 and March 31, and between April 1 and June 30. **NOTE: More than one meeting within a quarter will not meet the requirement.**

Financial Consequences - The Provider's total monthly reimbursement will be reduced by 10 percent when the Provider fails to conduct a quarterly board meeting each quarter as specified, and no support documentation is submitted as required.

Provider Documentation - The Provider will submit complete copies of unredacted board meeting minutes for each quarter that a board meeting is required, July 1 through June 30, as proof a board took place within the specified time frame of the deliverable.

Crime Stoppers Trust Fund Monthly Performance Report
Organization: Crime Stoppers of Columbia County, Inc.

Date: July 1, 2019 thru June 30, 2020

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Deliverable 6B – Board Meetings Grants Over \$19,999

Scope of Work - The Provider who receives grant funds of \$20,000 or more will conduct monthly board meetings during the course of the grant year, July 1 through June 30. The Budget line items associated with this deliverable is board and officer's liability and employee bond insurances.

Deliverable - The Provider who receives grant funds of \$20,000 or more will conduct a minimum of 10 monthly board meetings. **NOTE: Multiple monthly meetings, (i.e., more than one meeting within a month) will not meet the requirement and will only be counted as one meeting for the month.**

Financial Consequences - The Provider's total monthly cost reimbursement will be reduced by 10 percent for any month that exceeds the allowed two monthly missed board meetings between July 1 and June 30, and no support documentation is submitted as required.

Provider Documentation - The Provider will submit complete copies of unredacted board meeting minutes for each month that a board meeting is required, July 1 through June 30, as proof a board took place within the specified time frame of the deliverable.

Deliverable 7 – Community Events

Scope of Work - The Provider, its employee or designee will participate in community events to promote Crime Stoppers through the distribution of public awareness materials in line items brochures, promotional materials, child I.D. programs and child id supplies or other budget approved methods during the grant year, July 1 through June 30.

Deliverable - The Provider, its employee, or designee will participate in a minimum of two community events within each county served by the Provider, July 1 through June 30, to promote Crime Stoppers through the distribution of public awareness materials in line items as narrated in the scope of work or other budget approved methods.

Financial Consequences - If the Provider or its designee fails to attend a minimum of two community events per county served and submit the required support documentation between July 1 and June 30, the Provider's June Cost Reimbursement will be reduced by 20 percent for each failure to complete the required number of community events within the counties served.

Provider Documentation - The Provider will submit a completed OAG Event Reporting Form detailing the names of organizational attendees, what materials or items were distributed or utilized at the event to increase the awareness of the Crime Stoppers program and tip number.

Crime Stoppers Trust Fund Monthly Performance Report
Organization: Crime Stoppers of Columbia County, Inc.

Date: July 1, 2019 thru June 30, 2020

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Deliverable 8 – Reporting Requirements

Scope of Work - The Provider will submit 12 **complete** Crime Stoppers Reimbursement Requests with signatures, including all required support documentation, by the 20th of the following month 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 15. If August 15, 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 12 **complete** Crime Stoppers Reimbursement Requests with signatures which must be time stamped in the OAG grant management system on or before the 20th of the following month 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 15. If August 15, falls on a Saturday, a Sunday or a state or federal holiday, then the time stamp must be on the next business day. The monthly 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 monthly 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 20th of the following month, except if the 20th 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 15. If August 15 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 for the 20th of the following month unless otherwise specified. 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: Crime Stoppers of Columbia County, Inc. Fiscal Year: 07/01/18-06/30/19

Grant Number: CRST-2019-Crime Stoppers of Columbi-00007

Did the nonstate entity expend a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year from all funding sources, with state financial assistance being defined in Section 215.97(2)(r), Florida Statutes?

☐ Yes

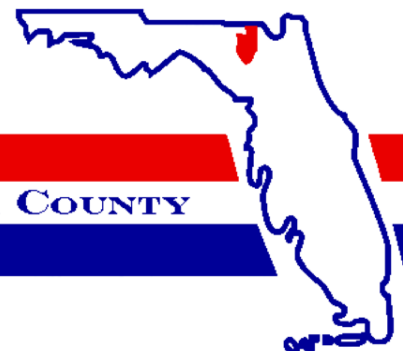
☒ No

In accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapter 10.650, Rules of the Auditor General, this nonstate entity has reviewed its state financial assistance and attests that the above information is true and accurate.

Signature: Cynthia M. Innocenti Title: Program Dir Date: 05/29/19

Print Name: Cynthia M. Innocenti

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

February 7, 2020

The Honorable Ashley Moody
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: 2019-2020 Florida Crime Stoppers Trust Fund
Grant No: CRST-2019-Crime Stoppers of Columbia-00007

Dear Madam Attorney General:

The Columbia County Board of Commissioners, during their regular meeting of February 6, 2020, approved Crime Stopper of Columbia County, Inc. to be recognized as the official crime stoppers program in Columbia County.

As such, the Board authorizes Crime Stoppers of Columbia County, Inc. to act as its agent for the purposes of applying and receiving monies from the Crime Stoppers Trust Fund. This request is made per requirements in subsection 15.555(5)(b) of the Florida State Statutes.

Sincerely,

Toby Witt
Chairman

EGC/TW

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100