



Sheriff Bob Gualtieri

Pinellas County Sheriff's Office

"Leading The Way For A Safer Pinellas"

October 24, 2023

Honorable Janet Long, Chair
Pinellas County Board of County Commissioners
315 Court Street
Clearwater, Florida 33756

RE: BUDGET AMENDMENT
Crime Stoppers #CRST-2023 Pinellas County-00023

Dear Commissioner Long:

The Florida Office of the Attorney General has awarded a Florida Crime Stoppers Trust Grant to the Board of County Commissioners to be administered by the Pinellas County Sheriff's Office in the amount of \$192,626.84 for the Pinellas County Crime Stoppers Program. We request \$152,630 of these funds be added to our FY24 Budget with the breakdown as follows:

Table with 2 columns: Category and Amount. Rows include Personnel Services (\$41,160), Operating Expenses (111,470), and TOTAL (\$152,630).

Upon review, please increase our budget allocation accordingly and forward these funds to my Fiscal Affairs Bureau.

Sincerely,

Handwritten signature of Sheriff Bob Gualtieri

Sheriff Bob Gualtieri
Pinellas County, Florida

BG: SEK/tkf

Enclosure

cc: Barry A. Burton, County Administrator
Jeanette Phillips, Chief Deputy Director, Clerk of the Circuit Court
Chris Rose, Director, Office of Management and Budget
John Ondrovic, Analyst, Office of Management and Budget

**BUDGET ADJUSTMENT REQUEST
GRANTS CHECKLIST**



| | |
|-----------------|-------------------------------------|
| Title: | Crime Stoppers |
| Issuing Agency: | Office of the Attorney General (FL) |
| Grant #: | CRST-2023 Pinellas County-00023 |

1 Have funds from this grant source been received before?

Yes
No

If yes, last FY received:
If no, Federal or State?
Other info

2 What is the total term of the grant?

From
To

3 What is the total grant amount?

4 If the grant extends beyond the current fiscal year,
what is the amount anticipated to be received in this FY?

5 Are matching funds required?

Yes
No

If yes, amount of match:
Are matching funds budgeted?
Yes
No

If no, how will the match impact operations?

6 Does the grant require additional personnel?

Yes
No

If yes, number of FT:
and PT:

7 Will expenditures for this program cease when the grant expires?

Yes
No

If no, estimate ongoing cost: and # of FT positions:

8 Please attach a copy of the approved grant documentation.

**Project Request Form
Grant Projects**

A Project Information

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|--------------------|-----------------------------------|--|-------------|-------------|------------------|
| Alpha Numeric | 30 character limit | 240 character limit | 240 character limit | DD-MON-Year | DD-MON-Year | Alpha Numeric |
| Template Name | Project Short Name | Project Long Name | Description | Start Date | End Date | Organization |
| T,GRT External & Internal Grant Proj w/ Ext & Int Costs | Crime Stoppers | Crime Stoppers of Pinellas County | Anonymity and rewards to community for information resulting in an arrest. | 1-Jul-23 | 30-Jun-24 | Sheriff's Office |

| 8 | 9 | 10 | 11 |
|----------------------|--------------------------------|-------------|---------------|
| Alpha Numeric | Classifications | | Project-Level |
| Project Manager Name | Customer Name | Grant Phase | Budget |
| Veale, Matthew | Office of the Attorney General | Awarded | |

B Task Information

| 1 | 2 | 2 | 3 | 4 |
|---------------|----------------|----------------|-------------|-------------|
| Alpha Numeric | Alpha Numeric | Alpha Numeric | DD-MON-Year | DD-MON-Year |
| Task Number | Task Name | Description | Start Date | End Date |
| 1 | External Costs | External Costs | 1-Jul-23 | 30-Jun-24 |

| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---------------|------------------------|--------|---------|---------------|-----------------|-----------------|
| Alpha Numeric | Descriptive Flexfields | | | | | |
| Subtask | Fund | Center | Program | Function | Activity Code | Funding Source |
| N | 001 | 990001 | 9890 | Public Safety | Law Enforcement | SG State Grants |

| 12 |
|---------------------------------|
| Descriptive Flexfields |
| Agreement Number |
| CRST-2023-Pinellas County-00023 |

Please add complete task information for each new task needed.

C Agreement Setup

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---------------------------------|------------------|----------------|---------|------------|-----------|--------------------|
| Agreements Window | | | | | | |
| Customer Number | Agreement Number | Agreement Type | Amount | Start Date | End Date | Administrator Name |
| CRST-2023-Pinellas County-00023 | | State Grant | 152,630 | 1-Jul-23 | 30-Jun-24 | Veale, Matthew |

If new customer, see D

| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|-----------------------------------|-------------|-------------|------------------|--------------------------------|-------------------|
| Descriptive Flexfields on Agreements Window | | | | | | |
| Receivable Account | Revenue Account | CFDA Number | CSFA Number | Match for Grants | Originating Agency | Billing Frequency |
| 1330021 State Grant | 3342001 State Grant-Public Safety | | 41.002 | No | Office of the Attorney General | Monthly |

| 15 | 16 | 17 | 18 | 19 | 20 |
|---|----------------------|---------------------|---------------------|----------------------------|---------------------------------|
| Descriptive Flexfields on Agreements Window | | | | | |
| Program Income (Y/N) | Program Income Desc. | Sub Recipient (Y/N) | Sub Recipient Names | Capital Acquisitions (Y/N) | Capital Acquisition Description |
| N | N/A | N/A | N/A | No | N/A |

| 21 | 22 | 23 |
|----------------|----------------|------------------------|
| Funding Window | | |
| Task Number | Funding Amount | Funding Classification |
| 1 | 152,630 | Additional |

D New Customer Setup Only Please skip this step for existing customers

| 1 | 2 | 3 | 4 |
|---------------|------------------|----------------------|----------------------|
| Alpha Numeric | Alpha Numeric | Alpha Numeric | Alpha Numeric |
| Customer Name | Customer Address | Bill to Site Address | Ship to Site Address |
| | | | |



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

AND

**Pinellas County
GRANT NO: CRST-2023-Pinellas County-00023
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, hereafter referred to as the **AGENCY**, and Pinellas County, hereafter referred to as the **PROVIDER**, and jointly referred to as "the parties." The parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

- A. **Approved Budget:** The budget attached to Provider's approved grant application and any subsequent approved modification to the budget contained in the E-grants Management System, which is made a part of this Agreement by reference.
- B. **Grant Period:** July 1, 2023 to June 30, 2024.
- C. **Total Grant Amount:** Refers to \$192,626.84, which is the maximum amount payable under this Agreement based on the amount awarded pursuant to Grant CRST-2023-Pinellas County-00023, Pinellas County.

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 (Florida Single Audit Act Requirements), B (Programmatic and Reporting Requirements), and C (Monthly Performance Report); Exhibits 1 and 2 and any additional exhibits referenced therein; and the approved grant application contained in the E-grants Management System, which is incorporated hereto by reference, and together constitute the entire Agreement.

ARTICLE 3. TERM OF THE AGREEMENT

This Agreement will become effective July 1, 2023, or on the date when it has been signed by all parties, whichever is later, and will continue until June 30, 2024. The original signed document must be returned to the **AGENCY** within 15 days of signature by the **PROVIDER**, or this Agreement will be voidable at the option of the **AGENCY**.

ARTICLE 4. SCOPE OF SERVICES

A. The PROVIDER will provide units of deliverables during the Grant Period, 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 5. METHOD OF PAYMENT

A. Agreement Amount: 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. In accordance with the approved grant application, the total sum of monies approved for the costs incurred under this Agreement will not exceed \$192,626.84, which is based upon the amount of money deposited into the Crime Stoppers Trust Fund within the judicial circuit in which funds were collected and available for award and available as unused funds. If the PROVIDER is an official member of the Florida Association of Crime Stoppers, funds 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.

B. Invoice Requirements: PROVIDER will submit a Reimbursement Request Form, Invoice Tracking Forms, and copies of all invoices and receipts listed on the three Invoice Tracking Forms monthly to the AGENCY for approval. The Provider must submit supporting documentation for all expenditures to the AGENCY prior to approval of the Reimbursement Request Form. The PROVIDER will maintain supporting documentation of all costs represented on the Reimbursement Request Form in its files. The AGENCY will withhold payment if services are not satisfactorily completed. All invoices (reimbursement requests) received from the PROVIDER will be processed in accordance with section 215.422, Florida Statutes.

C. Advance Payments: The PROVIDER, in accordance with section 215.422(15), Florida Statutes, may request an advance of up to three months of anticipated expenses for program start-up, subject to approval by the Department of Financial Services (DFS) and the AGENCY. Approval of advance payments are within the sole discretion of the DFS and the AGENCY. Until fully repaid, any funded advance payment constitutes a debt due by PROVIDER to AGENCY. 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.

D. Recoupment of Advances: Payments to the PROVIDER that are approved by AGENCY for the August 2023 through October 2023 monthly reimbursement requests will first be applied to the balance of advance payment due to the AGENCY until the advance payment balance is exhausted. If the PROVIDER has not paid the advance balance in full by the end of the October 2023 reimbursement request, then the AGENCY will begin recouping the balance of the advanced payment by offsetting the balance due on the advance payment against the subsequent monthly reimbursement requests. The amount of any advanced payment balance remaining after the October 2023 reimbursement request is due, will be recouped by the

AGENCY by offsetting one-eighth of the advance payment balance on each monthly reimbursement requests for the remainder of the Agreement term (November 2023 through the June 2024). If the PROVIDER fails to submit a reimbursement request any month during the repayment timeframe or if the PROVIDER has a monthly reimbursement request amount lower than the proportional repayment amount during the repayment timeframe, then the AGENCY may recoup the balance needed to bring the repayment amount current with the agreed upon repayment timeframe on subsequent reimbursement requests. After the June reimbursement request due date has passed, any unreimbursed or unrepaid advance payment will constitute a debt due from PROVIDER to AGENCY, which debt will bear interest at the lawful rate of interest set forth in section 55.03, Florida Statutes. If this agreement is terminated prior to the Term end date, the PROVIDER will pay the full advanced payment balance amount within 60 days of the agreement ending. Failure to repay the advanced payment amount, by the date the final reimbursement request is due, may prevent the PROVIDER from receiving future advance payments.

E. Non-Appropriation: 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.

F. 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 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.

G. Electronic Funds Transfer: 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: <https://www.myfloridacfo.com/division/aa/vendors>.

H. Financial Consequences: Financial consequences, as required pursuant to section 215.971(1)(c), Florida Statutes, will be assessed pursuant to the Deliverables and Financial Consequences provisions contained in Attachment C for failure to perform as specified.

I. Commingling of Funds: The PROVIDER will not commingle advanced 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 6. AUTHORIZED EXPENDITURES

A. Allowable Costs: 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, 2023, or on the date when the Agreement has been signed by all parties, whichever is later, through June 30, 2024.

B. Prohibited Expenditures: The PROVIDER will not use grant funds for any expenditures made by the PROVIDER prior to or after the Grant Period, or after termination of this Agreement. 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.

C. Travel Expenses: 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.

D. Office space: Office space rental reimbursed from the Crime Stoppers Trust Fund may only be used for Crime Stoppers activities necessary to perform this Agreement. If the space is used for Crime Stoppers activities other than those required under this Agreement, 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 related to this Agreement.

E. Attorney Fees: Subject to the terms of this article, the Provider may include in its budget (subject to AGENCY approval) legal costs for attorney fees limited to review of contracts, legal advice and opinions on performance, exclusive of the Provider's obligations under Article 31, Indemnification.

F. Reimbursement for Unauthorized 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, 2024, or the termination date of the Agreement.

ARTICLE 7. 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 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: <https://vendor.myfloridamarketplace.com>.

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 8. 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 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. Pursuant to Florida Administrative Code Rule 2A-9.006(5), the following acknowledgement must be used: "Pd by CSTF."

ARTICLE 12. PURCHASES

A. PRIDE. Pursuant to section 946.515(2), Florida Statutes: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract 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." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Compliance with RESPECT. Pursuant to section 413.036(3), Florida Statutes: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned."

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. 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 Agreement-related purchases equal to or in excess of \$2,500, unless it can be documented that the vendor is a sole source supplier or is not subject to competitive solicitation under Florida Administration Code Rule 60A-1.002(4) and section 287.057(3), Florida Statutes. An Invoice Form 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 equal to or 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 agrees 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

A. 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.

B. 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.

C. The PROVIDER, upon demand, and at no additional cost to the AGENCY, will ensure the duplication and transfer of any records or documents during the required retention period set forth in Article 14, Paragraph B. 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.

D. 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.

E. 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 15. COOPERATION WITH INSPECTOR GENERAL

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 16. 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 hereby will timely correct all deficiencies identified in any written report delivered by the AGENCY.

ARTICLE 17. 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 18. NOTICE

Except as otherwise specified herein, all formal notices required under this Agreement will be in writing and sent by a method of email, or by hand delivery, either, in the case of AGENCY, to its contract manager, or, in the case of the PROVIDER, to 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 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 20. INDEPENDENT CONTRACTOR

A. The PROVIDER is an independent contractor and not an officer, employee, agent, servant, joint venturer 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.

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 21. PUBLIC RECORDS

A. The PROVIDER will comply with Chapter 119, Florida Statutes, Florida's public records law. Pursuant to section 119.021, Florida Statutes, the PROVIDER will keep and maintain public records required by the AGENCY to perform all services required under this Agreement. Upon request by the AGENCY to inspect or copy public records relating to this Agreement, the PROVIDER will provide the AGENCY with a copy of the requested records at no cost to the AGENCY 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 Agreement, 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 Agreement term and following completion of the Agreement if the Provider does not transfer the records to the AGENCY.

B. If the PROVIDER fails to provide the public records to the AGENCY within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes. Upon completion of this Agreement, the PROVIDER will keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the AGENCY, at no cost to the AGENCY, all public records in possession of the PROVIDER. If the PROVIDER transfers all public records to the AGENCY upon completion of the Agreement, 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 Agreement, 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 AGENCY, upon request of its Custodian of Public Records, at no cost to the AGENCY, in a format compatible with the information technology systems of the AGENCY. The AGENCY may unilaterally terminate this Agreement if the PROVIDER refuses to allow access to all public records made or maintained by the PROVIDER in conjunction with this Agreement, 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 AGREEMENT, 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

A. The employment of unauthorized aliens by the PROVIDER is considered a violation of 8 C.F.R. Section 274A(a)(2) of the Immigration and Nationality Act. Knowingly employing unauthorized aliens will be grounds for immediate termination of this Agreement.

B. E-Verify: In accordance with section 448.095(2), Florida Statutes, the PROVIDER must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://e-verify.gov/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Agreement. Subcontractors must also be registered in the E-Verify system and provide the PROVIDER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The PROVIDER will maintain a copy of such affidavit for the duration of the AGREEMENT. The AGENCY may request documentation of compliance with this provision at any time during the AGREEMENT term. The AGREEMENT may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

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. 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(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. By entering into this Agreement, the PROVIDER certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the AGENCY within five days of its, or any of its affiliate's, placement thereon.

B. 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, 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 of 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 or work 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 security interest in 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 the proportionate share of the state's initial investment, as determined by the AGENCY.

ARTICLE 31. INDEMNIFICATION

A. The PROVIDER will be liable for and indemnify, defend, and hold the AGENCY and all 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.

B. 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.

C. The PROVIDER will be fully liable for the actions of its agents, employees, or subcontractors associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, all premises liability and any liability arising out of any travel taken by any agent, employee, or subcontractor of PROVIDER or by any recipient of PROVIDER's services.

D. The PROVIDER will not be liable for claims, suits, judgments or damages arising out of the sole negligent acts of the AGENCY.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 32. 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 33. 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 is mutually agreed upon in writing.

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 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. 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 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 date of 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, 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.

G. Notices under this Article will be delivered by a method of 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 34. AMENDMENTS

A. This Agreement may not be amended or modified except in a writing signed by AGENCY and 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 a modification of the approved grant application.

C. Budget Modifications. 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.

D. No modifications can be made after the Agreement end date, June 30, 2024, (or sooner if terminated pursuant to Article 33), or when all funds have been used.

ARTICLE 35. REPRESENTATIVES

- 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: Pinellas County

Address: 10750 Ulmerton Road

City, State Zip: Largo, Florida 33778-1703
Telephone Number: (727)582-6292
Email Address: asinni@pcsonet.com; grantsCOE@pinellascounty.org

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

Name: Susan Krause
Address: 10750 Ulmerton Road
City, State Zip: Largo, Florida 33778-1703
Telephone Number: (727)582-6292
Email Address: skrause@pcsonet.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: Amanda Sinni
Title: Crime Stoppers Coordinator
Address: 10750 Ulmerton Road
City, State Zip: Largo, Florida 33778-1703
Telephone Number: (727)582-6292
Email Address: asinni@pcsonet.com; grantsCOE@pinellascounty.org

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

Name: Karen L. O'Bryan
Title: Assistant Bureau Chief
Address: PL-01, The Capitol
City, State Zip: Tallahassee, Florida 32399-1050
Telephone Number: (850) 414-3362
Email Address: karen.obryan@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, without the need for a formal amendment to this Agreement.

ARTICLE 36. 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 37. 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 38. ENTIRE AGREEMENT

This Agreement and its attachments, Attachment A, Attachment B, Attachment C, Exhibit 1, and Exhibit 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 have read and agree to the entire Agreement, as described in Article 38 above.

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

PROVIDER: Pinellas County

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

Barry Burton

Jul 11, 2023

John Guard

Jul 11, 2023

PROVIDER REPRESENTATIVE (DATE)

JOHN GUARD (DATE)

Pinellas County Administrator

CHIEF DEPUTY ATTORNEY GENERAL

TITLE OF PROVIDER REPRESENTATIVE

596000800

FEDERAL EID # of PROVIDER

PROVIDER Fiscal Year Ending Date: 9/30/2023