

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

#### AND

#### Justice Coalition Agreement NO.: GR-2023-The Justice Coalition, Inc.-00006 CSFA 41.015

**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 (AGENCY), and Justice Coalition (PROVIDER), jointly referred to as "the parties." The parties mutually agree as follows:

#### ARTICLE 1. DEFINITIONS

A. Approved Budget: The budget attached to the AGREEMENT as General Revenue Budget Proposal and any subsequent approved modification to this budget contained in the E-grants Management System, incorporated herein as a part of this AGREEMENT.

- B. Budget Appropriation: The recurring or nonrecurring funds in Ch. 2023-239, § at line 1339, Laws of Fla.
- C. Agreement Term: July 1, 2023, through June 30, 2024

D. Total Agreement Amount: Refers to the maximum amount payable under the

Agreement based on the amount awarded pursuant to Ch. 2023-239, § at line 1339, Laws of Fla.

#### ARTICLE 2. ENGAGEMENT OF THE PROVIDER

Pursuant to Ch. 2023-239, § at line 1339, Laws of Fla., 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 (General Revenue Programmatic and Reporting Requirements), and Exhibits 1 and 2 and any additional exhibits referenced therein, which are attached hereto; and the approved General Revenue Budget Proposal and the Deliverables 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 within 15 days of signature by all parties, or this Agreement will be voidable at the option of the AGENCY. No costs incurred prior to the effective date of the Agreement will be paid.

#### ARTICLE 4. SCOPE OF SERVICES

A. The PROVIDER will provide units of deliverables as specified in the Deliverables contained in the E-grants Management System, which is incorporated hereto by reference, during the Agreement term, including reports, findings, and drafts, 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. As authorized by Budget Appropriation, the PROVIDER will comply with the specific provisions included in the Deliverables contained in the E-grants Management System, which is incorporated hereto by reference, and the above-referenced proviso.

### ARTICLE 5. METHOD OF PAYMENT

A. <u>Payment</u>. This is a cost reimbursement and unit cost contract. The AGENCY will pay the Provider for satisfactorily completed deliverables provided in accordance with the terms and conditions of this Agreement and the budget as approved by the AGENCY. Pursuant to Ch. 2023-239, § at line 1339, Laws of Fla., the total sum approved to be paid to the Provider for the costs incurred for services performed under this Agreement will not exceed the \$149,998.17.

B. <u>Invoices</u>. PROVIDER must submit an invoice to the AGENCY each month during the term of this Agreement. All invoices received from the PROVIDER will be processed in accordance with section 215.422, Florida Statutes. The invoice must include all applicable documentation:

- 1). Reimbursement Request/Expenditure Report Summary Form;
- 2.) An Actual Expense Report for the following: Contractual, Equipment, Operating, Salaried Employees, Training and Travel Forms; and
- 3.) All invoices, receipts and General Revenue bank statements supporting the reimbursement request.

The supporting documentation for all expenditures must be submitted to the AGENCY prior to approval of the Reimbursement Request/ Expenditure Report Summary Form. Payments to PROVIDER are contingent upon approval by AGENCY of the invoice request after review and approval of all supporting documentation. AGENCY may withhold payment until support documentation for each expenditure is received. Expenditures not in accordance with the Approved Budget may be disallowed by AGENCY. The PROVIDER will maintain support documentation of all costs represented on the Invoice Form in their files. The AGENCY may withhold payment if services are not satisfactorily completed.

C. <u>Advance Payments</u>. 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, 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. <u>Recoupment of Advance Payments</u>. Advance payments to the PROVIDER that are approved by DFS and the AGENCY for the August 2023, through October 2023, payments 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 payments, 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 payments. The amount of any advanced payment balance remaining after October 2023, will be recouped by the AGENCY by offsetting one-eighth of the advance payment balance on each monthly payment for the remainder of the Agreement term (November 2023, through the June 2024). If the PROVIDER fails to submit an invoice for payment any month during the repayment timeframe or if the PROVIDER has a monthly payment 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 the next month's payment.

E. <u>Debt to the AGENCY</u>. After the August 15, 2024, final invoice payment submittal 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 invoice is due, may prevent the PROVIDER from receiving future advance payments.

F. <u>Non-Appropriation</u>. 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.

G. <u>Final Invoice</u>. 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.

H. <u>Electronic Fund Transfer</u>. 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: <u>https://www.myfloridacfo.com/division/aa/vendors.</u>

I. <u>Financial Consequences</u>. 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 the Approved Budget and the Deliverables contained in the E-grant Management System for failure to perform as specified.

J. <u>Comingling of Funds</u>. The PROVIDER will not commingle advanced Agreement funds with other business or personal funds or accounts. The PROVIDER must keep these Agreement funds in a separate account that is physically separated from all other business or personal funds or accounts. Agreement funds specifically budgeted and received for one project may not be used to support another project.

### ARTICLE 6. <u>AUTHORIZED EXPENDITURES</u>

A. <u>Allowable Costs</u>. Only those expenditures which are outlined in Approved Budget

contained in the E-grants Management System, which is incorporated hereto by reference, be charged as allowable costs resulting from obligations incurred during Agreement term. 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 Agreement funds for any expenditures made by the PROVIDER after midnight June 30, 2024, or the termination date of the Agreement.

B. <u>Prohibited Expenditures.</u> The PROVIDER will not use Agreement funds for any expenditures made by the PROVIDER prior to or after the Agreement term, or after termination of this Agreement. The PROVIDER may not use Agreement funds to pay for fundraising to pay for lobbying the Legislature, the judicial branch, or a state agency; to pay for entertainment, food, or refreshments; or to purchase decorative items.

C. <u>Travel Expenses</u>. Travel expenses paid by Agreement 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. <u>Office Space.</u> Office space rental reimbursed from the General Revenue Fund may only be used for General Revenue activities necessary to perform this Agreement. If the space is used for other than General Revenue 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 General Revenue activities related to this Agreement.

E. <u>Attorney's Fees</u>. 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, <u>Indemnification</u>.

F. <u>Reimbursement for Unauthorized Expenditures.</u> 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.

### ARTICLE 7. <u>E-PROCUREMENT</u>

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: <a href="https://vendor.myfloridamarketplace.com">https://vendor.myfloridamarketplace.com</a>.

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

#### ARTICLE 8. <u>W-9 REQUIREMENT</u>

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 <u>http://flvendor.myfloridacfo.com</u>. The Vendor Management Section can also be reached at (850) 413-5519.

#### ARTICLE 9. <u>VENDOR OMBUDSMAN</u>

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. <u>REPORTS</u>

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 Invoice Forms 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 Agreement funds and in all materials produced or purchased wholly or in part with AGENCY Agreement funds. The following acknowledgement statement must be used: "Paid by OAG, GR-2023-The Justice Coalition, Inc.-00006."

### 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 <u>http://www.pride-enterprises.org.</u>

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

### ARTICLE 13. <u>PROPERTY</u>

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 Agreement funds, and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with Agreement 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. The PROVIDER will maintain a file for inspection by the AGENCY or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. 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 2. 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, 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 Agreement 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(5), 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 conduct on-site visits, 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 timely correct all deficiencies identified in any written report delivered by the

#### AGENCY.

The PROVIDER may not accept duplicate funding for any cost, position, service, or deliverable funded by the AGENCY. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service, or deliverable. If there are multiple funding sources and a program is funded by the AGENCY, the AGENCY or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined in the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the AGENCY, the PROVIDER will reimburse to the AGENCY one half of the monies previously paid to the PROVIDER for that line item for the Agreement term in question.

#### ARTICLE 17. <u>RETURN OF FUNDS</u>

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. Interest will accrue from the date of the PROVIDER's initial receipt of funds up to the date of reimbursement of the overpayment funds to the AGENCY.

#### 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 selfinsurance 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 PROVIDER

A. The PROVIDER is an independent PROVIDER 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 PROVIDER and will not be considered or permitted to be an employee, agent, servant, a 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

The PROVIDER will comply with Chapter 119, Florida Statutes, Florida's public records A. 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 CONTRACT. A request to inspect or copy public records relating to this Agreement must be made directly to the AGENCY. If the AGENCY does not possess the requested records, the AGENCY will immediately notify the Provider of the request. 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.

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, as well as unilateral cancellation of this Agreement by the AGENCY. In the event the PROVIDER's business closes or the PROVIDER is permanently unable to perform under this Agreement, the PROVIDER will electronically transfer, at no cost, all public records to the AGENCY upon becoming aware of any impending closure or event that renders the PROVIDER unable to perform said services. 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 or termination 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 sections 119.07(1) or 960.15, 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, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, <u>publicrecordsrequest@myfloridalegal.com</u>, 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) of the Immigration and Nationality Act. Knowingly employing unauthorized aliens will be grounds for immediate termination of this Agreement.

B. <u>E-Verify</u>: 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: <u>https://e-verify.gov/employers</u>, 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 contract. 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 PROVIDER, 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 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 PROVIDER, 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. 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.

B. 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.

C. The PROVIDER will indemnify, defend, and hold the AGENCY and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted work, or patented or unpatented invention, process, or article manufactured or used by the PROVIDER in the performance of this Agreement. The PROVIDER will indemnify, defend, and hold the AGENCY and its employees harmless from any claim against the AGENCY for infringement of patent, trademark, copyright, or misappropriation 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.

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

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 Agreement 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 Agreement 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. <u>AMENDMENTS</u>

A. This Agreement may not be amended or modified except in a writing signed by the AGENCY and PROVIDER. A party may request reasonable changes to the provisions of, or scope of services to be performed pursuant to the terms of this Agreement. 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 Approved Budget and Deliverables, contained in the E-grants Management System, by written amendment.

C. Budget Modifications. The PROVIDER will not make any modifications without submitting a Budget Modification request and receiving prior written approval of the AGENCY. Budget Modifications must be approved in writing by the AGENCY prior to the expenditure of any AGENCY contract funds arising from any adjustments between previously approved budget categories and line items. Budget modification approval is at the sole discretion of the AGENCY.

D. No amendments or modifications can be made after the earlier of the end of the term of this Agreement, the termination of this Agreement pursuant to Article 33, or when the Total Contract Amount has been paid by AGENCY to PROVIDER.

#### ARTICLE 35. <u>REPRESENTATIVES (Names, Addresses, Telephone Numbers and Email</u> <u>Address):</u>

A. 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: Justice Coalition Address: 1935 Lane Avenue, South #1 City, State Zip: Jacksonville, Florida 32210-2741 Telephone Number: (904) 509-9765 Email Address: crutchfa@c1cufl.org

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

Name: Andrea Crutchfield Title: Vice-Chairwoman Address: 1935 Lane Avenue, South #1 City, State Zip: Jacksonville, Florida 32210-2741 Telephone Number: (904) 509-9765 Email Address: crutchfa@c1cufl.org

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

Name: Andrea Crutchfield, Title: Vice - Chairwoman Address: 1935 Lane Avenue, South #1 City, State Zip: Jacksonville, Florida 32210-2741 Telephone Number: (904) 509-9765 Email Address: crutchfa@c1cufl.org

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

Name: Karen O'Bryan Title: Program Administrator 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, 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 will 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, Exhibit 1 and Exhibit 2 and any additional exhibits referenced therein, and any documents incorporated by reference, including the approved General Revenue Budget Proposal and the Deliverables contained in the E-grants Management System, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is determined by a court of law to be unlawful or unenforceable, the remainder of the Agreement will remain in full force and effect.

By signing this Agreement, the parties 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:** Justice Coalition

Andrea Crutchfield

Jul 19, 2023

PROVIDER REPRESENTATIVE (DATE)

Vice-Chair

TITLE OF PROVIDER REPRESENTATIVE

FEDERAL EID # of PROVIDER

PROVIDER Fiscal Year Ending Date: 06/30/2023

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

Je Dung Jul 19, 2023

JOHN GUARD (DATE) CHIEF DEPUTY ATTORNEY GENERAL



#### <u>ATTACHMENT A</u> 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, Florida Statutes, 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: <u>https://apps.fldfs.com/fsaa/</u>

#### 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: <u>https://apps.fldfs.com/fsaa/</u>

#### 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 10<sup>th</sup> Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with 2 C.F.R. §§ 200.320(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 2 C.F.R. § 200, Subpart and a copy of PROVIDER's audited schedule of expenditures of Federal awards <u>directly</u> to the Agency's Contract Manager listed in this Contract.
- 4. Copies of financial reporting packages required by PART II of this agreement will be submitted by or on behalf of the PROVIDER <u>directly</u> to each of the following:
  - A. The Agency at the following address:

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

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

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

5. Copies of reports or the management letter required by PART III of this agreement will be submitted by or on behalf of the PROVIDER <u>directly</u> to the Agency's Contract Manager listed in this Contract.

6. Any reports, management letter, or other information required to be submitted to the Agency pursuant to this agreement will be submitted timely in accordance with 2 C.F.R. § 200, Subpart F, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

7. PROVIDERs, when submitting financial reporting packages to the Agency for audits done in accordance with 2 C.F.R. § 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the PROVIDER in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

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

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

#### EXHIBIT – 1

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

No Federal Project Funds Awarded

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

#### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

No Matching Funds for Federal Programs Awarded

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

STATE PROJECT	AGENCY	PROJECT TITLE	<u>AMOUNT</u>
#41.015	Office of the Attorney General	General Revenue	\$149,998.17

# TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, FLORIDA STATUTES \$149,998.17

# 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: <u>https://apps.fldfs.com/fsaa/</u>

NOTE 2 C.F.R. § 200.400(d) of, 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 GENERAL REVENUE GRANTS/CONTRACTUAL SERVICES PROGRAMATIC AND REPORTING REQUIREMENTS

Agency Name: Justice Coalition

- <u>Reimbursement Request/Expenditure Report Summary</u>: This form is considered the payment/reimbursement invoice and is the document submitted by the -General Revenue subgrantee staff to the AGENCY's (Office of the Attorney General) Finance Office and DFS for payment/reimbursement processing. The Invoice and all other required reports listed below, a - h and #4, must be submitted by the 20<sup>th</sup> day of the following month. If the 20<sup>th</sup> day falls on a Saturday, a Sunday, or a state 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.
  - a) <u>Invoice Tracking: Contractual. Equipment. Operating. Salaried Employees. Training</u> and Travel: These forms are used to seek payment/reimbursement of allowable expenses as outlined in the approved budget proposal or as approved by the Agency under a Budget Modification. These 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 20<sup>th</sup> day falls on a Saturday, Sunday, or a state holiday, then they must be submitted by the next business day.
  - b) **Project Specific Timesheet(s):** Project Specific Timesheet(s) notating the claimed pay period must be used to report time spent on the General Revenue grant/Contractual Services project. Only salary for time spent on activities related to the General Revenue grant/Contractual Services is payable/reimbursable. A Project Specific Timesheet(s) must be used by all organizations requesting payment/reimbursement of personnel expenses. The timesheet(s) must be completed for all staff including Executive Directors who are reimbursed from the General Revenue grant/Contractual Services. Failure to submit the Project Specific Timesheet(s) for any grant staff will result in removal of any requested personnel expenses until such time as the required Project Specific Timesheet(s) is submitted. The Project Specific Timesheet(s) must be submitted when claiming payment/reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive Directors must sign and date their timesheet(s) and have their timesheet(s) authorized by a member of the Board of Directors when claiming payment/reimbursement of personnel expenses. Executive Directors may authorize the timesheet(s) of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheet(s) as necessary to report the appropriate time spent on the General Revenue grant/Contractual Services. (These forms are not required if the approved budget does not contain any personnel expenses.)
  - c) <u>Daily Vehicle Use Log</u>: This form is used to report mileage for activities related to the General Revenue grant within the organization's local service area. This form <u>is not</u> for use when travel is outside the organization's service area. The signature of the staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize the Daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Director are required to sign

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and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming payment/reimbursement of mileage expenses. (These forms are not required if the approved budget does not contain any mileage expenses.)

- d) <u>Property Inventory</u>: All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 69I-72, using grant/contractual funds, requires a Property Inventory Report be completed and submitted to the AGENCY at the time payment/reimbursement is requested. Payment/reimbursement will not be authorized until such time as the required Property Inventory Report has been submitted.
- e) <u>Authorization to Incur Travel Expense</u>: 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 organization's Board of Directors. It 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 payment/reimbursement of travel expenses associated with the General Revenue grant/contractual projects. 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.
- f) Travel Voucher: Pursuant to Florida Administrative Code Rule 69I-42.003, form DFS-AA-15 will be used when requesting payment/reimbursement for travel expenses associated with the General Revenue grant project. The form will be completed by all travelers requesting payment/reimbursement from the General Revenue Grant 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 Board of Directors. Social Security numbers should not be placed on the form when submitting for payment/reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the General Revenue/contractual projects and in the program's approved budget are payable/reimbursable. This form should be submitted within the month travel occurred and travel payment/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 Invoice is submitted.
- **g)** <u>Budget Modification</u>: The Budget Modification request must be completed and submitted to the AGENCY for approval prior to expenditure of any funds. Budget Modifications submitted after a purchase has been made will not be processed or approved. 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.
- 2) <u>Program Modifications</u>: The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or before March 31st, for review to allow sufficient time for the program to meet any approved changes.
- 3) <u>Monthly Deliverables Report</u>: This form is used to provide information on the minimum performance measures required for all General Revenue grant/contractual funds and to justify payment/reimbursement. This form must be submitted when the Invoice is submitted, and the

organization must submit the required support documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the organization fails to meet the minimum performance measures or provide the required support documentation, Financial Consequences will be applied pursuant to section 215.971(1) (c), Florida Statutes, and as written in <u>the approved General Revenue Budget Proposal and the</u> <u>Deliverables contained in the E-grants Management System</u>, which is incorporated hereto by reference, and together constitute the entire Agreement, under Financial Consequences.

- 4) Final Invoice: The Final Invoice for any given grant year must be submitted by no later than 45 days immediately following the conclusion of the previous grant year. If the 45<sup>th</sup> day falls on a Saturday, a Sunday, or a state holiday, then it must be submitted by the next business day, or payment/reimbursement will be disallowed. The final invoice is used to request payment/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/reimbursement 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.
- 5) <u>Audit Report</u>: General Revenue grant/contractual recipients 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 the amount requested for payment/reimbursement.

### 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: Justice Coalition

Fiscal Year: <u>06/30/2023</u>

Grant Number: GR-2023-The Justice Coalition, Inc.-00006

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)(a), 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.

Andrea Crutchfield Signature:	Title: Vice-Chair	Date: Jul 19, 2023
Print Name: Andrea Crutchfield		

# **Organization Information**

Bu	dget Proposal Number: GR-2023-The Justice Coalition, Inc00006 Grant Year: July 1, 2023 - June 30, 2024
Type of Agency or Organizat           [X]Non-Profit         Go	ion * overnmental
	nost recent IRS 990: (required if Non-Profit selected above) 1_US_990E_Client Copy Tax Return_02-15-23.pdf
Organization Information Name of Agency or Organizatio Organization Mailing Address: City: Federal Identification Number:	n: The Justice Coalition, Inc. * 1935 Lane Ave. S. Suite #1 * Jacksonville * State: Florida Zip: 32210-2741 *
Participating Counties:	Baker County,Bradford County,Clay County,Duval County,Flagler *
Applicable Judicial Circuits:	4th,7th,8th *
Total Budget Request:	\$149,998.17
Contact Information Individual to Contact in Case of Email Address:	Questions: Robert Bracewell * Phone Number: (904) 783-6312 * robert@justicecoalition.org *
	agencies with which the organization will coordinate its services. If needed, pressing the + button will ng the - button will remove added rows.
Name of Agency:StateName of Agency:HubbName of Agency:TheName of Agency:DepaName of Agency:ClayName of Agency:NassName of Agency:BakeName of Agency:St JoName of Agency:BradName of Agency:ProjeName of Agency:ProjeName of Agency:FrameName of Agency:FrameNameNameNameNameNameNameNameNameNameNameNameNameNameNameName <td>sonville Sheriffs Office * Attorney's Oic bard House Women's Center of Jacksonville artment of Children and Families County Sheriff's Office are County Sheriff's Office are County Sheriff's Office ford County Sheriff's Office ford County Sheriff's Office ford County Sheriff's Office are Cold Case I Guidance Centers Ily Counseling services a Haven Children's Clinic ley House</td>	sonville Sheriffs Office * Attorney's Oic bard House Women's Center of Jacksonville artment of Children and Families County Sheriff's Office are County Sheriff's Office are County Sheriff's Office ford County Sheriff's Office ford County Sheriff's Office ford County Sheriff's Office are Cold Case I Guidance Centers Ily Counseling services a Haven Children's Clinic ley House

# **Certification Signatures**

Organization Na	ame: The Justice Coalition, Inc.
Budget Proposal Number:	GR-2023-The Justice Coalition, Inc00006

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

	Program Director	Information		
	Prefix:	Mr. *	Name:	Robert Bracewell *
	Title:	Executive Director *		
	Business Address:	1935 Lane Ave. S. Suite #1 *		
	City:	Jacksonville *	State:	Florida
	Zip:	32210-2741 *		
_	Phone Number:	(904) 783-6312 *	Fax Number	. (904) 783 <u>-6312*</u>
	Email:	robert@justice <u>coalition.org</u> *		

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida General Revenue Budget Proposal package for the duration of the Agreement Term. Funds approved in "the approved budget proposal contained in the E-grants Management System" may not be used for donations,

Approved budget proposal contained in the E-grants management System" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

Authorizing Offici	al Information		
Prefix:	Ms. *	Name:	Andrea Crutchfield *
Title:	Vice - Chairwoman *		
Business Address:	1935 Lane Ave. S. Suite #1 *		
City:	Jacksonville *	State:	Florida
Zip:	32210-2741 *		
Phone Number:	(904) 509-9765 *	Fax Number:	(904) 783-6312 *
Email:	crutchfa@c1cufl.org *		

I acknowledge that I have read, understood, and agree to the conditions set forth in the Florida General Revenue Budget Proposal package for the duration of the Agreement Term. Funds approved in "the approved budget proposal contained in the E-grants Management System" may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

	Financial Officer	nformation		
	Prefix:	Ms. *	Name:	Andrea Crutchfield *
	Title:	Vice - Chairwoman *		
	Business Address:	1935 Lane Ave. S. Suite #1 *		
	City:	Jacksonville *	State:	Florida
	Zip:	32210-2741 *		
	Phone Number:	(904) 509-9765 *	Fax Number:	(904) 509-9765 *
_	Email:	crutchfa@c1cu <u>fl.org</u> *		

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[X]\* approved budget proposal contained in the E-grants Management System may not be used for donations, contributions, or other types of like expenditures. All funds, without exception, not utilized by this budget proposal must be returned to the Office of the Attorney General. Further, I certify the information in this application is true, complete, and correct.

#### OFFICE OF THE FLORIDA ATTORNEY GENERAL General Revenue 2023-2024

GR-2023-The Justice Coalition, Inc.-00006

## **Board of Directors**

Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

Position on Board Name		Email Address	Exempt
Chairman/President:	Gary Hopkins	gw854@bellsout.net	
Vice Chairman/Vice President:	Andrea Crutchfield	crutchfa@c1cufl.org	
Treasurer:	Alexis Woods	lxswoods@yahoo.com	
Secretary:	Foster Coker	fhcoker3@comcast.net	
mmediate Past President:	Robert Bracewell	bracewellrd3053@comcast.net	
Board Member:	Renee Sams	jckrenee@att.net	
Board Member:	Alan Parker	alan.parker@jaxsheriff.org	

# Mission Statement and Area Served Information

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

#### **Mission Statement:**

The Justice coalition is a 28-year-old grass roots nonprofit that advocates for innocent victims of violent crime, we educate victims about their rights in the justice system and work with lawenforcement and other organizations to make our communities safer.

The Justice Coalition is a 501 (c) 3 nonpartisan, nonprofit organization that advocates on behalf of innocent victims of crime in an eight-county area of Northeast Florida. Victims have rights and the Justice Coalition ensures they knowtheir rights. It also provides support and encouragement from the time a crime is committed until the case is closed.

The Justice Coalition has helped thousands of crime victims by providing services specific to their immediate needs, including grief counseling, collaborating with the State Attorney's Office, local, state and federal lawenforcement and other nonprofits, businesses and volunteers to ensure victims are served. The organization provides bilingual support to victims of the Spanish speaking community as well.

Vision: To create a society where victims of crimes are supported, empowered, and their voices are heard.

Goals:

a. Provide emotional support and guidance to innocent victims of crime.

b. Advocate for the rights of victims and ensure they have access to justice.

c. Raise awareness about victimization and promote prevention strategies.

d. Collaborate with local lawenforcement, legal services, and community organizations to enhance victim support services. e. Establish a sustainable funding model to ensure the long-term viability of the organization.

Target Audience:

Justice Coalition will primarily serve victims of crimes, including but not limited to domestic violence, sexual assault, child abuse, human trafficking, and elder abuse. Our services will be available to individuals of all genders, ages, and socioeconomic backgrounds.

#### Services:

Crisis Intervention: Immediate emotional support and guidance for victims in crisis.

Legal Advocacy: Assisting victims through legal processes, including court accompaniment and help in accessing legal resources.

Support Groups: Facilitating safe spaces for victims to connect, share experiences, and receive peer support. Education and Prevention Programs: Conducting workshops, seminars, and awareness campaigns to educate the community about victimization and prevention strategies.

Referrals and Resource Navigation: Connecting victims to relevant community resources such as shelters, medical services, trauma counseling and social support programs.

#### Information about Area Served

Population Served by Organization:	1,869,102*
Crime Rate per County Served (per UCR):	15,802 *
Number of Local Law Enforcement Agencies:	15*
Number of Community Events in Area Served:	4*

#### OFFICE OF THE FLORIDA ATTORNEY GENERAL General Revenue 2023-2024

GR-2023-The Justice Coalition, Inc.-00006

### **Previous Activity**

Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

Upload statistical information comparing the previous three (3) complete OAG budget proposal years, detailing the impact this funding proposal has had on your program.

Upload Document:

services provided 3 yrs.docx

# Programmatic and Fiscal Evaluation

Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

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

Programmatic costs from previous year and year to date have been successful and cost effective with use of the monthly reimbursement requests and invoice accountability of the program resources provided by the OAG program administrator's office, meaning tracking of employee costs and operating expenses to include office rental, internet services, and utility costs to provide needed services to innocent victims of violent crime. In particular, the general revenue spreadsheets, the actual expense reports, the project specific timesheets of victim advocates and office personnel. Also, the ability to submit budget modification requests to meet requirements when an unexpected change is needed. All of these programmatic costs have been cost effective and enabled the organization success in providing the needed services to victims to current date.

No determination for what has been not successful with programmatic costs is available at this time. \*

# **Performance Measures Review**

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

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

Yes. The organization will achieve our performance measures for the current grant year. Briefly the organization has been able to assist innocent victims of violent crime during the previous and current grant years as specified in contract agreements and has maintained required documents. \*

# **Project Deliverables**

#### Organization Name: Budget Proposal Number:

- A. Provide a related Scope of Work and a related Deliverable as described in your project proposal. The Document Support and Financial Consequences will be completed by the Office of the Attorney General (OAG).
- B. Each Scope of Work must clearly establish the task the subrecipient is required to perform.

Each project deliverable must be described in quantifiable units. Each deliverable must be directly related to the Scope of Work
 and specify the required minimum level of services to be performed. Each deliverable must be maintained on a monthly basis and provided in accordance with the General Revenue agreement; the data will be required with each invoice. Deliverables must be submitted in a format that includes a monthly and cumulative total in accordance with the General Revenue agreement. If applicable, a project timeline will need to be included as part of the deliverables. (Provide response in the text box below.)

- D. Example Scope of Work: The provider must assign no more than 3 students to each of the 3 qualified mentors. The mentors must provide a minimum of 2 hours of mentoring services (Attachment C) per student every week after school Mon-Fri 3pm-6pm from July 1, 2023-June 30, 2024\_at the provider's location: 123 Learning Lane. (299 characters out of 1000 limit)
- E. Example Deliverables: The provider will mentor at a minimum 9 students for 2 hours per week for a total of 72 student hours each month by providing educational services in accordance with the Scope of Work. (184 characters out of 1000 limit)

F. Please note: Document Support and Financial Consequences will be completed by the OAG.

#### DELIVERABLES

Scope of Work	Deliverables	Document Support	Financial Consequences
"Reimbursement Request Submitted." •	federal holiday, then the time stamp must be on the next business day. The monthly reimbursement request shall include all invoices and required support documentation for expenditures. The performance re <del>pert shall invol</del> ude all required	The OAG grant sta <u>ff will utilize</u> the timestamp in the OAG grant management syst <del>em to determine whether or not this</del> deliverable has been achieved. 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 <del>rossemen</del> t prior to the deadline.	Reimbursement Requests with signatures and which must be time stamped in the OAG grant management system on or

impact statements. The year or service will be from July 1, 2023 thru June 30, 2024. The main office location will be 1935 Lane Ave S #1 In Jacksonville, FL 32210 will be from July 1, 2023, thru June 30, 2024.	on their rights as victims, assist them with applying for victim assistance and writing victim impact statements. The year or service will be from July 1, 2023 thru June 30, 2024. The main office location will be 1935 Lane Ave S #1 In	assistance with attending court pr <u>oceedings wit</u> h victims, counsel them on their rights as victims, assist them with applying for victims' assistance and witing victim impact statements. The year of service will be from July 1, 2023, thru	Provide documentation to show the number of victi <del>ms serve</del> d, and services provided monthly.	3% of the total monthly reimbursement
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# **Contractual Budget**

#### Organization Name: The Justice Coalition, Inc.

Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

[X] If your organization does **NOT** have any contractual expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all proposed expenditures in the appropriate budget proposal categories. Items must meet these three (3) directives; "**reasonable**," "**allowable**," and **"necessary**." Place the types of services or items your organization will obtain from independent contractors (or independent contracted sub units of your organization) in this section, which will be used to meet the terms of your program budget proposal and results in the achievement of the programs' deliverables. Contractual services definition - *the rendering by a contractor of its time and effort rather than the furnishing of specific commodities*. If awarded funds in this category, any purchase exceeding \$2,500,00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

#### CONTRACTUAL EXPENSES

Item	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
	TOTALS	0.00%		\$0.00	

### **Equipment Budget**

#### **Organization Name:**

The Justice Coalition, Inc.

#### Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your organization does NOT have any equipment expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; **"reasonable**", "**allowable**", and **"necessary**". Items included in this section are furniture and/or equipment. If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes. In the event this budget proposal is terminated, or, in any event, upon its expiration, all supplies, equipment and property purchased with budget proposal funds will be returned to the Office of the Attorney General.

#### **EQUIPMENT EXPENSES**

X1

ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
	\$	0.00%		\$0.00	
	\$	0.00%		\$0.00	
	\$	0.00%		\$0.00	
	\$	0.00%		\$0.00	
	TOTALS			\$0.00	

# **Operating Budget**

#### Organization Name: The Justice Coalition, Inc.

Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your organization does NOT have any operating expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; **Teasonable**", "**allowable**", and "**necessary**". Office supplies such as paper, pencils, toner, printing, books, postage, transportation for clients/victims; monthly service costs for telephone or utilities; staff mileage within the program area, etc. In the narrative section, provide a brief description of the operating expenses and note if the cost is pro-rated. Indicate how the number and cost of services requested were determined (by FTE? by % use? by sq/ft? internet research, etc?). If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

#### **OPERATING EXPENSES**

ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
Utilities	\$250.00	2.00%	12	\$3,000.00	This electric utility service is for the office spaces used for victim services by the organization. It is for electric and water services. This utility fee is an average of \$250 per month for 12 months for a total of \$3,000 based on 12 months of previous usage from previous years. There is only one utility servic for plumbing and electric available. That is JEA.
Phone Internet Line / Wireless Connectivity	\$200.00	1.60%	12	\$2,400.00	The internet service is used by the organization to conduct official Service Provider business. The service is \$200. per month for 12 months based on the average cost in the previous grant year.
General Liability Insurance	\$1,850.00	1.23%	1	\$1,850.00	This insurance provides coverage for the organization's general business and during business related events. The yearly cost is \$1,850.00 based on the average cost in the previous grant year.
Accounting service -taxes	\$1,500.00	<u>1.00%</u>	1	\$1,500.00	This purchase is for accounting services for the organization, such as, balancing the book preparing federal and unemployment tax filings and to complete a Florida Single Aud Trineeded at a cost of approximately \$1,500 based on the cost in the previous grant yea and internet research.
Workers Comp Insurance	\$384.00	.26%	1	\$384.00	This fee is for Workers' compensation insurance that provides cash benefits and/o medical care for employees of the organization who are injured or become ill as a direct resu- of their job. Workers' comp insurance is required by state law. Price is based on annu- cost of \$384. This is from internet research.
Office Supplies	\$50.75	.41%	12	\$609.00	The organization requires office supplies to conduct its day-to-day Grant Related busines Based on historical office supply costs, the cost will be \$50.75 per month for 12 months

#### GR-2023-The Justice Coalition, Inc.-00006

Office Lease	\$1,000.00	8.00%	12		The office space is used by the organization to conduct General Revenue business and price is \$1,000 per month x 12 months for a total of \$12,000. Based on the previous year.
Total O	erating Expenses	14.50%		\$21,743.00	

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number**, **Position Title**, **Employee Name** and fill in a description for the **Personnel Narrative**.

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "**reasonable**", "**allowable**", and "**necessary**". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

—	Position Number	Position Title	Employee Name	Percent GR Funded
	1000*	Executive Director*	Robert Bracewell*	85.00%*
	Personnel Narrative:	The Executive Director is dedicated to victim ac responsible for the accomplishment of General marketing and logistical duties at 85%. The pay i Any salary and employer taxes over this yearly a employer's	Revenue Grant objectives through	nout the year, such as,

Document Upload: Executive Director JD Final.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc.

Pay Schedule:

Select Position Type:

	Hours Per Week	5 \$24.00	Yearly Employee Cost	Rate	Yearly Employer Cost	General Revenue % Funded
_	Gross Salary				<u>\$6</u> ,240.00	\$5,304.00
	FICA		\$	7.65%	\$477.36	\$405.76
	Withholdings		\$			
	Retirement		\$		\$	\$0.00
	Health Ins.		\$		\$	\$0.00
	Life Ins.		\$		\$	\$0.00
Ī	Dental Ins.		\$		\$	\$0.00
	Workers Comp			%	\$0.00	\$0.00

#### GR-2023-The Justice Coalition, Inc.-00006

Unemp <b>l</b> oyment (1st\$7K)		%	\$0.00	\$0.00
Other Costs	\$		\$	\$0.00
TOTAL	\$0.00		\$6,717.36	\$5,709.76

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number**, **Position Title**, **Employee Name** and fill in a description for the **Personnel Narrative**.

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "**reasonable**", "**allowable**", and "**necessary**". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

_	Position Number	Position Title	Employee Name	Percent GR Funded			
	2000*	Office Manager*	Mary Taylor*	85.00%*			
	Personnel Narrative:	Responsible for administrative and clerical duties pertaining to General Revenue projects at 85%. The					

Document Upload: Office Manager-Bookkeeper 1 page.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc. Pay Schedule: Weekly\*

Select Position Type:

Hourly\*

Hours Per Week	30	Yearly Employee	Rate	Yearly Employer Cost	General Revenue % Funded
Hourly Rate	\$20.00				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Gross Salary				\$31,200.00	\$26,520.00
FICA		\$	7.65%	<u>\$2</u> ,386.80	\$2,028.78
Withholdings		\$			
Retirement		\$		\$	\$0.00
Health Ins.		\$		\$	\$0.00
Life Ins.		\$		\$	\$0.00
Dental Ins.		\$		\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemp <b>l</b> oyment (1st\$7	′K)		%	\$0.00	\$0.00

#### GR-2023-The Justice Coalition, Inc.-00006

Other Costs	\$	\$	\$0.00
TOTAL	\$0.00	\$33,586.80	\$28,548.78

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number, Position Title, Employee Name** and fill in a description for the **Personnel Narrative.** 

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "**reasonable**", "**allowable**", and "**necessary**". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

Position Number	Position Title	Employee Name	Percent GR Funded
3000*	Bilingual Victim Advocate*	Aida Quinones*	100.00%*
Personnel Narrative	\$24,147.29. This position is 100% funded by the	eal with the trauma of grief caused s \$464.37 per week with an annual	l by violent crime and salary rounded up to

Document Upload: Bilingual advocate job descrition.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc. Pay Schedule: Weekly\*

Select Position Type:

Weekly\* Hourly\*

Hours Per Week	18	Yearly Employee	Rate	Yearly Employer	General Revenue
Hourly Rate	\$22.00	Cost		Cost	% Funded
Gross Sa <b>l</b> ary				\$20,592.00	\$20,592.00
FICA		\$	7.65%	\$1,575.29	\$1,575.29
Withholdings		\$			
Retirement		\$		\$	\$0.00
Health Ins.		\$		\$1,980.00	\$1,980.00
Life Ins.		\$		\$	\$0.00
Dental Ins.		\$		\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemployment (1st \$7	7K)		%	\$0.00	\$0.00

Other Costs	\$	\$	\$0.00
TOTAL	\$0.00	\$24,147.29	\$24,147.29

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

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Position Number	Position Title	Employee Name	Percent GR Funded
4000*	Victim Advocate*	Lacie Crews*	85.00%*
Personnel Narrative:	This advocate will work with crisis intervention of minimizing the stress of the traumatic event of individual's coping strategies. Help individuals assessment, planning and treatment. This VA w week, with an annual salary rounded up to \$36	crime, providing emotional suppo s deal with the trauma caused by v ill assist the bilingual VA. The rate	ort and improving the iolent crime through o of pay is \$697.57 per

Document Upload: Victim Advocate Grief Counselor.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc.

 Pay Schedule:
 Weekly\*

 Select Position Type:
 Hourly\*

		<u> </u>	, <u>, , , , , , , , , , , , , , , , , , </u>		· · · · · · · · · · · · · · · · · · ·
Hours Per Week	36	Yearly Employee	Rate	Yearly Employer	General Revenue
Hourly Rate	\$18.00	Cost		Cost	% Funded
Gross Salary				\$33,696.00	\$28,641.60
FICA		\$	7.65%	\$2,577.74	\$2,191.08
Withholdings		\$			
Retirement		\$		\$	\$0.00
Health Ins.		\$		\$	\$0.00
Life Ins.		\$		\$	\$0.00
Dental Ins.		\$		\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemployment (1st \$	7K)		%	\$0.00	\$0.00

Other Costs	\$	\$	\$0.00
TOTAL	\$0.00	\$36,273.74	\$30,832.68

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number**, **Position Title**, **Employee Name** and fill in a description for the **Personnel Narrative**.

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "**reasonable**", "**allowable**", and "**necessary**". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

_	Position Number	Position Title	Employee Name	Percent GR Funded			
	5000 <b>*</b>	Victim Advocate*	Mary Taylor*	85.00%*			
	Personnel Narrative:	This advocate will work with crisis intervention counseling as a short-term effort to help individuals by minimizing the stress of the traumatic event providing emotional support at 85% of her salary. The rate of pay is \$107.65 per week with annual salary of \$5,597.80. This amount is within the range for this position for this area.*					

Document Upload: VICTIM ADVOCATE 6HR.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc. Pay Schedule: Weekly \*

Select Position Type:

Hourly\*

Hours Per Week Hourly Rate	5	Yearly Employee Cost	Rate	Yearly Employer Cost	General Revenue % Funded
Gross Salary				\$5,200.00	\$4,420.00
FICA		\$	7.65%	<u>\$</u> 397.80	\$338.13
Withholdings		\$			1
Retirement		\$		\$	\$0.00
Health Ins.		\$		\$	\$0.00
Life Ins.		\$		\$	\$0.00
Dental Ins.		\$		\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemployment (1st \$7	K)		%	\$0.00	\$0.00

Other Costs		\$0.00
TOTAL \$0.00	\$5,597.8	80 \$4,758.13

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

If your Organization does NOT have any salaried/hourly positions to enter, please check this box and save the page. This will allow you to move forward in the application process without having to fill out this form.

Complete the tables below and provide information about each position requested. Data enter the **Position Number**, **Position Title**, **Employee Name** and fill in a description for the **Personnel Narrative**.

The **Position Number** must be at least 4 characters in length.

For the **Personnel Narrative**, in detail, describe how the position will be used to advance the organization's initiative and how it is "**reasonable**", "**allowable**", and "**necessary**". Provide a job description for all staff who work on this project. Failure to provide an allowable job description may result in a reduction of your request. The job description must reflect allowable activities that are to be funded by the program budget proposal.

Position Number	Position Title	Employee Name	Percent GR Funded			
6000*	ED Victim Advocate*	Robert Bracewell*	85.00%*			
Personnel Narrative:	This ED advocate will work with crisis intervention counseling as a short-term effort to help individuals by minimizing the stress of the traumatic event providing emotional support.					

Document Upload: ED-Victim Advocate-30hr.docx

The second table will display after selecting a position type and will require data entry of any benefits provided by Employer or contributed to by the employee unless a rate is required, then the rate will be entered and the amount will be calculated. This should include any benefits, employer payroll taxes, insurance allowances or other insurances provided by employer, workers compensation, employer deposits to 401K retirement plans, etc.

 Pay Schedule:
 Weekly\*

 Select Position Type:
 Hourly\*

Hours Per Week Hourly Rate	30 \$24.00	Yearly Employee Cost	Rate	Yearly Employer Cost	General Revenue % Funded
Gross Salary				\$37,440.00	\$31,824.00
FICA		\$	7.65%	\$2,864.16	\$2,434.54
Withholdings		\$			
Retirement	Retirement			\$	\$0.00
Health Ins.		\$		\$	\$0.00
Life Ins.		\$		\$	\$0.00
Dental Ins.		\$		\$	\$0.00
Workers Comp			%	\$0.00	\$0.00
Unemployment (1st \$7	K)		%	\$0.00	\$0.00

Other Costs	\$	\$	\$0.00
TOTAL	\$0.00	\$40,304.16	\$34,258.54

Explanation for Other Costs (if applicable): Is this position Sworn or Non-Sworn?

# **Training Budget**

Organization Name: The Justice Coalition, Inc.

Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

[X] If your organization does **NOT** have any training expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; **Trasonable**", "**allowable**", and "**necessary**". Training requested must be to enhance derivery of services. If awarded funds in this category, any purchase exceeding \$2,500.00 with any one company during the course of the grant year must include a quote process that demonstrates the best value that includes, but is not limited to, price, quality, design, and workmanship. Any purchases exceeding \$35,000.00 (Category II) with any one company during the course of the grant year will need to follow the process set forth in Chapter 287, Florida Statutes.

TRAINING EXPENSES

_	ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
		\$	0.00%		\$0.00	
		TOTALS	0.00%		\$0.00	

# **Travel Budget**

Organization Name: The Justice Coalition, Inc.

Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

[X] If your organization does **NOT** have any travel expenses to enter, please check this box and save the page. This will allow you to move forward in the process without having to fill out this form.

Provide information on all budget proposal expenditures in the appropriate budget category. Items must meet these three (3) directives; **Treasonable**", "**allowable**", and "**necessary**". Travel expenses requested in the budget proposal will not be approved if they exceed allowable rates for state employee travel pursuant to section 112.061, Florida Statutes.

TRAVEL EXPENSES

	ltem	\$ Amount	%	Quantity/ Number of Months	Total	Narrative
—		\$	0.00%		\$0.00	
		TOTALS	0.00%		\$0.00	

# **Budget Summary**

#### Organization Name: The Justice Coalition, Inc. Budget Proposal Number: GR-2023-The Justice Coalition, Inc.-00006

Budget Category	%	Total Cost
Contractual	0.00 %	\$0.00
Equipment	0.00%	\$0.00
Operating Expenses	14.50 %	\$21,743.00
Salaried Employees	85.50 %	\$128,255.17
Training	0.00%	\$0.00
Travel	0.00%	\$0.00
Requested Total	100.00 %	\$149,998.17
Award Amount	\$150,000.00	

# GR-2023-2024-The Justice Coalition, Inc.-00006 - CONTRACT & ATTACHMENTS

Final Audit Report

2023-07-19

Created:	2023-07-19
By:	George Hudson (George.Hudson@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbv8nLFPIDilrvmlz0TYEsNXCyojbS8od

# "GR-2023-2024-The Justice Coalition, Inc.-00006 - CONTRACT & ATTACHMENTS" History

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