

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 10/17/2006 ☒ Consent ☐ Regular  
☐ Ordinance ☐ Public Hearing

Department:

Submitted By: Public Safety Department

Submitted For: Victim Services/Justice Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: the executed FY 2006-07 Victim of Crime Act (VOCA) grant agreement with the State of Florida, Office of the Attorney General for \$149,275 for the period of October 1, 2006 – September 30, 2007.

**Summary:** Resolution R-97-1057 authorizes the County Administrator or his designee to execute VOCA grant agreements on behalf of the County with the State of Florida. Countywide (DW)

**Background and Policy Issues:**

**Attachments:** Voca Grant Agreement

Recommended by:

Department Head

Date

Approved By:

Assistant County Administrator

Date



CHARLIE CRIST  
ATTORNEY GENERAL  
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

Bureau of Advocacy and Grants Management  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050  
Telephone (850) 414-3300, SunCom 944-3300  
Fax (850) 487-3013, SunCom 277-3013

September 12, 2006

Mr. Paul W. Milelli  
Department Director  
Palm Beach County Board of County Commissioners  
Department of Public Safety  
Division of Victim Services and Justice Services  
20 South Military Trail  
West Palm Beach, Florida 33415

Dear Mr. Milelli:

Enclosed is the 2006-2007 Victims of Crime Act (VOCA) Agreement. The Agreement is the contract that will make funds available for your program. To execute this Agreement, please do the following:

- Have the authorizing official sign the agreement on the last page and each of the attachments.
- Include the Federal Employer Identification number of your agency and if you are a public agency include your SAMAS (FLAIR) code, if applicable
- Retain a copy of the Agreement for your files
- Return the original to the Bureau of Advocacy and Grants Management, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050

No grant expenses for the period of October 1, 2006, through September 30, 2007, may be incurred until the agreement has been signed by all parties. Any delay in execution will delay the availability of grant funds. Grant expenses will not be processed for reimbursement until the signed **original** agreement has been received in this office.

I look forward to working with you during the coming year. If you have any questions regarding your VOCA Agreement, please call me or Christina Frank, Assistant Bureau Chief, at (850) 414-3300.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cynthia Rogers Vallely".

Cynthia Rogers Vallely, Chief  
Bureau of Advocacy  
and Grants Management

CRV/njg

Enclosures

**AGREEMENT BETWEEN THE STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
AND**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF VICTIM SERVICES AND JUSTICE SERVICES**

**GRANT NO. V6117**

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number 16.575, hereafter referred to as the OAG, an agency of the State of Florida with headquarters being located in The Attorney General's Office, PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Palm Beach County Board of County Commissioners, Department of Public Safety, Division of Victim Services and Justice Services, 20 South Military Trail, West Palm Beach, Florida 33415 thereafter referred to as the Provider. The parties hereto mutually agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE PROVIDER**

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as follows. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide.

**ARTICLE 2. SCOPE OF SERVICES**

The Provider agrees to undertake, perform and complete the services as outlined in the original grant application unless otherwise approved in writing by the OAG.

**ARTICLE 3. TIME OF PERFORMANCE**

This Agreement shall become effective on October 1, 2006, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2007. No costs may be incurred by the Provider until the Agreement has been signed by all parties. The original signed document must be returned to the OAG by October 16, 2006, or the Agreement shall be voidable at the option of the OAG.

**ARTICLE 4. AMOUNT OF FUNDS**

The OAG agrees to pay the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies paid to the Provider for the costs incurred under this Agreement shall not exceed \$149,275. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of

Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F.S., if the terms of this Agreement and payment thereunder extend beyond the current fiscal year, the OAG's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

#### ARTICLE 5. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for payment with grant funds. Reallocation of less than twenty percent (20%) of a single category amount to another category may occur with prior written approval of the OAG. Reallocation of twenty percent (20%) or more shall require a contract amendment pursuant to Article 16 of this Agreement. The OAG and Provider understand and agree funds must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide.

The Provider and the OAG agree VOCA funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by VOCA funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party payments.

The OAG and the Provider further agree that travel expenses reimbursed with grant funds will not exceed state rates pursuant to Section 112.061, F.S.; the Provider shall reimburse the OAG for all unauthorized expenditures; and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement.

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 organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of one thousand dollars (\$1,000) unless it can be documented that the vendor is a sole source supplier. The OAG may approve in writing an alternative purchasing procedure.

## ARTICLE 6. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income, including but not limited to victim compensation, insurance, restitution and direct client fees.

## ARTICLE 7. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on Provider submission and OAG approval of a monthly invoice, VOCA Personnel Spreadsheet (VPS), Match Personnel Spreadsheet (MPS), and actual expense report, if applicable. Monthly invoices, VPSs, MPSs and actual expense reports, must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold payment if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the final invoice is not received within this time frame, all right to payment is forfeited, and the OAG may not honor any subsequent requests. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

The Provider agrees to maintain and timely file such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. Pursuant to Section 215.422(5), F.S., the Department of Financial Services has established a Vendor Ombudsman, which is to act as an advocate for vendors who may have problems obtaining timely payments from the state agencies. The Vendor Ombudsman may be reached at (850) 413-7269 or by calling the State Financial Services Hotline, 1-800-848-3792.

The Provider is required to Match the grant award as required in the Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

## ARTICLE 8. REPORTS

Quarterly reports as required by the OAG must be completed and received by the OAG no later than January 10, 2007; April 10, 2007; July 10, 2007; and October 10, 2007. Payment of a monthly invoice is contingent upon OAG receipt and approval of these reports.

## ARTICLE 9. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG, or its designee, Chief Financial Officer, or Auditor General 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. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.07, and Section 960.15 F.S., provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG shall result in the suspension of further payments to the Provider until requested documentation has been received, reviewed, and the costs are approved for payment by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from s. 24 (a) of Article I of the State Constitution. Failure by the Provider to allow the afore mentioned public access may result in unilateral cancellation by the OAG at any time, with no recourse available to the Provider.

## ARTICLE 10. VICTIM ADVOCATE DESIGNATION

The Provider agrees to have at least one staff member designated through the OAG's Victim Services Practitioner Designation Training.

## ARTICLE 11. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all grant property and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

## ARTICLE 12. AUDITS

The administration of funds awarded by the OAG to the Provider may be subject to audits and/or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) 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 OMB Circular A-133, as revised. Article 4 to this Agreement indicates the amount of Federal funds awarded through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities.)

## ARTICLE 13. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:
  - A. The Office of the Attorney General  
Bureau of Advocacy and Grants Management  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, 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 Sections .320(e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package for an audit required by ARTICLE 12 of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the OAG for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.
  3. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, as applicable.
  4. Providers should indicate the date that the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

#### ARTICLE 14. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by OAG staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### ARTICLE 15. TERMINATION OF AGREEMENT

This agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, all supplies, equipment and personal property purchased with grant funds shall be returned to the OAG. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.



Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Any services performed by any such unauthorized aliens shall not be reimbursed.

#### ARTICLE 16. AMENDMENTS

Except as provided under Article 5, Authorized Expenditures, modification of any provision of this contract must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

#### ARTICLE 17. NONDISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement as proscribed by all applicable state and federal laws and regulations. The Provider shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

#### ARTICLE 18. ACKNOWLEDGMENT

All publications, advertising or description of the sponsorship of the program shall state: "This project was supported by Award No, \_\_\_\_\_ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

#### ARTICLE 19. EMPLOYMENT

The employment of unauthorized aliens by the provider is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Any services performed by any such unauthorized aliens shall not be reimbursed.

#### ARTICLE 20. ASSURANCES

Attachment A "Assurances" is hereby incorporated by reference.

#### ARTICLE 21. CERTIFICATION FORM

Attachment B "Certification Form" is hereby incorporated by reference.

ARTICLE 22. CONTROLLING LAW AND VENUE

This agreement is governed by Florida law. In the event of litigation, venue shall be in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida.

ARTICLE 23. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. VOCA applications for grants are subject to a competitive process on an annual basis. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Palm Beach County Board of County Commissioners, Department of Public Safety, Division of Victim Services and Justice Services have executed this Agreement.

Paul Inicco  
Authorizing Official

Paul W. Inicco  
Print Name

September 28, 2006  
Date

59-6000785  
FID # of Provider

41-202149001-41100000-00-10413300  
SAMAS Code

Lori S. Rowe  
Executive Deputy Attorney General

Lori S. Rowe  
Print Name

9/12/06  
Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney



## Attachment A

OMB APPROVAL NO. 1121-0140

### ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements—28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

## Attachment B

### CERTIFICATION FORM

Recipient Name and Address: Palm Beach County, 20 S. Military Trail, West Palm Beach, FL 33415

Grant Title: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Award Amount: \_\_\_\_\_

Contact Person Name and Title: Paul W. Milelli, Director Phone Number: (561) 712-6470

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** *Please check all the boxes that apply.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the \_\_\_\_\_

Print or type Name and Title \_\_\_\_\_

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Paul W. Milelli, \_\_\_\_\_ [responsible official], certify that the Palm Beach County Board of County Commissioners \_\_\_\_\_ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Palm Beach County Human Resources \_\_\_\_\_ [organization], at 50 S. Military Trail, West Palm Beach, FL 33415 \_\_\_\_\_ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Paul W. Milelli, Director  
Print or type Name and Title

Signature

Date