

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|---|----------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | | | | | |
| Operating Costs | 175,024 | | | | |
| External Revenues | (140,019) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| Net Fiscal Impact | <u>35,005*</u> | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0 | 0 | 0 | 0 | 0 |

Is Item Included In Current Budget? Yes No

Budget Account Exp No: Fund Department Unit Object
 Rev No: Fund Department Unit Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Fund: Public Safety Grants
 Unit: Criminal Justice Grants (VOCA)
 The required 20% match will be funded by a portion of a Victim Advocate and an Intake Specialist salary.

Departmental Fiscal Review: Stephanie Sejnoka

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
 * The fund/dep/unit for the match is 1426/662/3250.

[Signature] 12/1/2010
 OFMB
 JS
 11/11/10 JB
 11/19
 11/23/10

[Signature] 12/1/10
 Contract Administration

B. Legal Sufficiency: [Signature] 12-2-10
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**2010/2011
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND**

Palm Beach County Board of County Commissioners, Public Safety Department

GRANT NO. V10149

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 located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Palm Beach County Board of County Commissioners, Public Safety Department, 20 South Military Trail, West Palm Beach, Florida 33415-3130, hereafter 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 set forth herein. 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, incorporated herein by reference.

ARTICLE 2. SCOPE OF SERVICES

For the 2010/2011 grant period, the Provider agrees to undertake, perform and complete the services as outlined in the 2009/2010 grant application approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2010, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2011. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by October 15, 2010, or within 15 days of signature by all parties, or the Agreement shall be voidable at the option of the OAG.

Attachment # _____ / _____

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed \$140,019. 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 reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

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 reimbursement with grant funds. Any modification to the budget must be requested in writing to the OAG and will require prior approval by the OAG. Modification approval is at the discretion of the OAG. The Provider acknowledges and agrees any funds reimbursed under this Agreement 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, incorporated herein by reference.

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 reimbursements. The OAG and the Provider further agree that travel expenses reimbursed with grant funds will be in accordance with all Section 112.061, F.S. requirements.

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 is documented that the vendor is a sole source supplier.

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 REIMBURSEMENT

Reimbursements 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 (AER), if applicable. Monthly invoices, VPSs, MPSs and AERs, 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 reimbursement 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 reimbursement is forfeited, and the OAG will not honor any subsequent requests. Any reimbursement 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 submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA 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 monthly to the OAG. 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. MONTHLY PERFORMANCE REPORTS

Monthly reports as required by the OAG must be completed and received with the monthly invoice by the OAG. Reimbursement of a monthly invoice is contingent upon OAG receipt and approval of the corresponding monthly report. Failure to provide complete, correct, and timely reports by the deadline may result in termination of the Agreement. Providers will be held responsible for meeting the service projections as outlined in Part 4 of the VOCA application and approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG and shown as Attachment "A".

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 119.071, and Section 960.15 F.S., provides 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 reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement 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 Section 119.071 F.S. or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for 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 property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the 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 disbursed 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 of any type 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 disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account 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 reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed 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. 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 10th 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 or its designee, 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.

The Provider may not accept duplicate funding for any position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG 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, the Agreement may be suspended while the extent of any overpayment is determined, or terminated or both. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension of the Agreement while the extent of the overpayment is determined, or termination or both. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, including the afore-mentioned, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

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, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination. 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.

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 describing 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 "B" Assurances is hereby incorporated by reference.

ARTICLE 21. CERTIFICATION FORM

Attachment "C" 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. This Agreement is for one time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. 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, Public Safety Department have executed this Agreement.



Authorizing Official

Vincent J. Bonvento

Print Name

Date

9/21/10

59-6000785

FEID # of Provider

41-202-149001-41100400-00-10413300

SAMAS Code



Deputy Chief of Staff

Bill Stewart

Print Name

Date

9/15/10

ORIGINAL

ATTACHMENT A

Agency Name: Palm Beach County, Board of County Commissioners, Public Safety Department

RECEIVED

PART 4. 2010-2011 VICTIMS SERVED AND TYPES OF SERVICES

10 AUG 31 PM 4:52

Indicate the number of victims projected to be served by type of victimization:
 Note: Indicate the number of victims served by VOCA-funded and matching funds through the grant period. Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of spouse abuse assault should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime. At a minimum, the agency will provide services to no less than 90 percent of the total projected victim population.

| # of Victims to be Served | Type of Victim | # of Victims to be Served | Type of Victim |
|--|-----------------------------|---------------------------|---|
| 6 | Child Physical Abuse | 22 | Survivors of Homicide Victims |
| 40 | Child Sexual Abuse | 10 | Robbery |
| 5 | DUI/DWI Crashes | 75 | Assault |
| 390 | Domestic Violence | 2 | Child Victims of Cybercrime |
| 55 | Adult Sexual Assault | 2 | Victims of Child Pornography |
| 7 | Elder Abuse | 7 | Innocent Victims of Gang Violence |
| 12 | Adults Molested as Children | 65 | Other (subtotal from section below) |
| For other types of crimes, identify and list each separately at right. The subtotal of this section will appear above next to "other." | | ***** | List other types of crimes below |
| | | 18 | Battery |
| | | 21 | Aggravated Battery |
| | | 12 | Attempted Murder |
| | | 13 | Stalking |
| | | 1 | Car jacking |
| | | | |

Indicate the number of victims who are projected to receive the following service (see Definitions on page 7 for description of each service).

| # of Victims to be Served | Type of Service | # of Victims to be Served | Type of Service |
|---|--------------------------------------|---------------------------|--|
| 300 | Crisis Counseling | 500 | Criminal Justice Support/Advocacy |
| 600 | Follow-up Contacts | 0 | Emergency Financial Assistance |
| 0 | Therapy | 400 | Emergency Legal Advocacy |
| 0 | Support Groups | 500 | Assistance Filing Compensation Claims - Mandatory Requirement |
| 180 | Crisis Hotline Counseling | 280 | Personal Advocacy |
| 0 | Shelter/Safehouse | 600 | Telephone Contacts |
| 600 | Information and Referral (In-Person) | 300 | Other (subtotal from section below) |
| For other types of service, identify and list each separately at right. The subtotal of this section will appear above next to "other." | | ***** | List other types of services below |
| | | 300 | Safety Planning |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL VICTIMS SERVED: 698

ORIGINAL



ATTACHMENT B

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

Date

ORIGINAL

ATTACHMENT C

CERTIFICATION FORM

Recipient Name and Address: Palm Bch. Cnty, BCC, Public Safety Dept. 20 S. Military Trail WPB, FL 33415

Grant Title: Victims of Crime Act (VOCA) Grant Number: V10149 Award Amount: \$140,019

Contact Person Name and Title: Stephanie Sejnoha Phone Number: (661) 712-6473 Dir. of Finance & Administrative Services

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 (EEO) in accordance with 28 C.F.R §§ 42.301-308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO 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 EEO 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 7th 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 EEO Requirement. Please check all the boxes that apply.

- Recipient has less than 50 employees, Recipient is an Indian tribe, Recipient is a non-profit organization, Recipient is an educational institution, or Recipient is a medical institution, Recipient is receiving an award less than \$25,000

I, [responsible official], certify that [recipient] is not required to prepare an EEO 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 delivery of services.

Print or type Name and Title Signature Date

Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO 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 EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Vincent J. Bonvento [responsible official], certify that the Palm Beach County, BCC, Public Safety Department [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 EEO in accordance with 28 CFR §42.301, et seq., subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: Human Resources [organization], at 100 Australian Ave, West Palm Beach, FL 33406 [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.

Vincent J. Bonvento, Asst. County Admin Print or type Name and Title Signature Date 9/21/10

ORIGINAL



BILL MCCOLLUM
ATTORNEY GENERAL
STATE OF FLORIDA

RECEIVED

SEP 20 2010

PUBLIC SAFETY
DEPARTMENT

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

BUREAU OF ADVOCACY AND GRANTS MANAGEMENT

THE CAPITOL, PL-01
TALLAHASSEE FL 32399-1050
TELEPHONE (850) 414-3300
FAX (850) 487-3013

WEBSITE: WWW.MYFLORIDALEGAL.COM

September 16, 2010

Mr. Vince Bonvento, Assistant County Administrator
Palm Beach County Board of County Commissioners
Public Safety Department
20 South Military Trail
West Palm Beach, Florida 33415-3130

Dear Mr. Bonvento:

Enclosed are two original 2010/2011 Victims of Crime Act (VOCA) Agreements. The Agreement is the contract that will make funds available for your program. To execute the VOCA Agreement, please complete 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 an original 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, 2010, through September 30, 2011, may be incurred until the agreement has been signed by all parties. **Please do not make any alterations to the Agreement.** 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 Lorraine Elder, Assistant Bureau Chief, at (850) 414-3300.

Sincerely,

Christina Harris
Bureau Chief

CH/njg

Enclosures



BILL MCCOLLUM
ATTORNEY GENERAL
STATE OF FLORIDA

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

RECEIVED

JUN 21 2010

PUBLIC SAFETY
DEPARTMENT

BUREAU OF ADVOCACY AND GRANTS MANAGEMENT

THE CAPITOL, P L-01
TALLAHASSEE FL 32399-1050
TELEPHONE (850) 414-3300
FAX (850) 487-3013

WEBSITE: WWW.MYFLORIDALEGAL.COM

June 18, 2010

Mr. Vince Bonvento, Assistant County Administrator
Palm Beach County Board of County Commissioners
Public Safety Department
20 South Military Trail
West Palm Beach, Florida 33415

RE: 2010/2011 Victims of Crime Act Grant Number V10149

Dear Mr. Bonvento:

Congratulations on your 2010/2011 Victims of Crime Act (VOCA) grant award. Each year the United States Department of Justice allocates a VOCA grant to Florida based on the availability of funds from federal court cases. Requests for the 2010/2011 grant year exceeded the availability of funds for the State of Florida.

In order to process your 2010/2011 VOCA Agreement, additional information is required. Instructions on the necessary documentation and required forms are available at the following website: <http://www.myfloridalegal.com>, under the heading of Victims' Service, Advocacy and VOCA Grants, 2010/2011 VOCA Letter of Intent forms. The required documentation must be submitted to the Bureau of Advocacy and Grants Management no later than July 8, 2010, and may be submitted either by mail, fax, or e-mail to your current VOCA grant manager.

Our records reflect that your agency has an audit extension on file with a date of September 30, 2010. Please be advised that in addition to the above referenced documentation, the required audit must be received by the Office of the Attorney General. Once the forms and any additional required documents have been approved, the VOCA Agreement will be mailed to your agency. A VOCA Agreement will not be mailed to your agency until all of the necessary documents are received and approved.

I look forward to working with you during the coming year.

Sincerely,

Christina F. Harris
Bureau Chief

CFH/njg

cc: Beverly Gearhart, Financial Officer



STATE OF FLORIDA

**BILL McCOLLUM
ATTORNEY GENERAL**

RECEIVED

JUN 14 2010

**PUBLIC SAFETY
DEPARTMENT**

June 8, 2010

Mr. Vince Bonvento, Assistant County Administrator
Palm Beach County Board of County Commissioners
Public Safety Department
20 South Military Trail
West Palm Beach, Florida 33415

Dear Mr. Bonvento:

It is a pleasure to inform you that the Palm Beach County Board of County Commissioners, Public Safety Department will be awarded a Victims of Crime Act (VOCA) grant in the amount of \$140,019 for the 2010/2011 funding cycle. This grant is awarded as recognition of your agency's commitment to provide services to crime victims in your community.

A member of my staff in the Bureau of Advocacy and Grants Management will contact you soon to assist you with the administrative requirements of this grant. Your continuing efforts to provide assistance to victims of crime are appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill McCollum".

Bill McCollum

BM/njg

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 1021100000000000199
BGRV 1021100000000000021

FUND 1426 - Public Safety Grants

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 10/21/2010 | REMAINING BALANCE |
|--------------------|---|-----------------|----------------|---------------|----------|-----------------|---------------------------------|-------------------|
| VOCA Grant | | | | | | | | |
| Revenue | | | | | | | | |
| 1426-662-3250-3129 | Fed Grnt Oth Public Safety | 127,290 | 127,290 | 12,729 | - | 140,019 | | |
| | Total Revenue and Balance | <u>242,606</u> | <u>242,606</u> | <u>12,729</u> | <u>-</u> | <u>255,335</u> | | |
| Expense | | | | | | | | |
| 1426-662-3250-1201 | Salaries | 75,414 | 75,414 | 12,729 | - | 88,143 | 10,904 | 77,239 |
| | Total Appropriation and Expenditures | <u>242,606</u> | <u>242,606</u> | <u>12,729</u> | <u>-</u> | <u>255,335</u> | | |

PUBLIC SAFETY ADMINISTRATION
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

| Signatures | Date |
|-------------------------|------------------|
| <u>Stephanie Lemola</u> | <u>10/28/10</u> |
| <u>[Signature]</u> | <u>12/1/2010</u> |

49
11/13
SW
12/1/10

By Board of County Commissioners
At Meeting of 12/7/2010
Deputy Clerk to the
Board of County Commissioners