

RESOLUTION NO. 15R-2456

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY IF ANY OF THE PARTS HEREOF ARE DECLARED INVALID; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 14R-2434 the City has adopted a budget for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015; and

WHEREAS, the City needs to amend said budget so as to provide for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241 (4) (c) Florida Statutes requires such a budget amendment be adopted in the same manner as the original budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The budget for the fiscal year commencing October 1, 2014 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

Section 2. Should any section, sentence, clause, part or provision of this Resolution be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Resolution as a whole, or any part hereof other than the part declared to be invalid. Said provision declared to be invalid shall be deemed severed from the remaining provisions of this Resolution.

Section 3. Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 3rd day of November, 2014.

Willie Charles Shaw, Mayor

ATTEST:

City Auditor and Clerk

<u>Yes</u>	Mayor Shaw
<u>Yes</u>	Vice Mayor Chapman
<u>Yes</u>	Commissioner Caragiulo
<u>Yes</u>	Commissioner Snyder
<u>Yes</u>	Commissioner Atwell

EXHIBIT A
City of Sarasota
Budget Amendments for 2014-15

Back-up #	FND	DPT	CC	OBJECT	PROJ	Project Description	Appropriated	
							Expense	Revenue
<i>General Fund</i>								
11/03-01	001	711	130	000101	000000	Use of fund balance for a Full Time Accreditation Manager	53,639	
	001	711	130	000108	000000	position in the Sarasota Police Department	(30,000)	
	001	711	130	000204	000000		1,813	
	001	711	130	000208	000000		(380)	
	001	711	130	000205	000000		8,190	
	001	711	130	000206	000000		59	
	001	711	130	000215	000000		1,074	
	001	711	130	000222	000000		4,295	
	001	711	130	000430	000000		100	
	001	711	130	000439	000000		25	
	001	711	130	002209	000000		200	
	001	711	130	003209	000000		120	
<i>Victims of Crime Act Grant</i>								
11/03-02	173	729	194	334210	000000	Establish revenue and expense budget for VOCA Grant		\$ 46,793
	173	729	194	381000	000000			11,698
	173	729	194	000101	000000		38,724	
	173	729	194	000204	000000		2,963	
	173	729	194	000207	000000		3,872	
	173	729	194	000205	000000		9,745	
	173	729	194	000206	000000		72	
	173	729	194	000208	000000		596	
	173	729	194	002209	000000		502	
	173	729	194	000695	000000		2,017	
<i>General Fund</i>								
11/03-02	001	729	194	000101	000000	Amend expense budget for the matching City Funds	(7,892)	
	001	729	194	000204	000000	towards the VOCA Grant	(604)	
	001	729	194	000207	000000		(789)	
	001	729	194	000205	000000		(1,789)	
	001	729	194	000206	000000		(13)	
	001	729	194	000208	000000		(109)	
	001	729	194	000108	000000		(502)	
	001	729	194	000901	000000		11,698	



Interoffice Memorandum

Date: October 23, 2014

To: City Commission

Thru: Thomas W. Barwin, City Manager

From: John C. Lege, III, CGFO, Finance Director

Subject: Request for budget amendment for Full Time Accreditation Manager

At the October 20, 2014 Commission meeting the City Commission directed that a budget amendment be brought forward to appropriate the additional funding necessary to increase the Part Time Accreditation Manager position in the Sarasota Police Department budget to a Full Time position. The additional funding necessary is \$39,189.

The Financial Administration Department is requesting a budget amendment to appropriate \$39,189 by establishing budgets in the following expense accounts:

Account Description	Account Code	Budget Amount
Salaries and Wages	001-711-130-000101-000000	\$ 53,693
Part Time Salaries	001-711-130-000108-000000	-30,000
Social Security	001-711-130-000204-000000	1,813
Workers' Compensation	001-711-130-000208-000000	-380
Medical & Dental	001-711-130-000205-000000	8,190
Life Insurance	001-711-130-000206-000000	59
Deferred Compensation	001-711-130-000215-000000	1,074
401(a) Contributions	001-711-130-000222-000000	4,295
Membership	001-711-130-000430-000000	100
Business Cards	001-711-130-000439-000000	25
Uniforms	001-711-130-002209-000000	200
Dry Cleaning	001-711-130-003209-000000	120
Total		\$ 39,189

Recommend approval.



Accreditation Manager

Class Code:
015.14-Exempt

Bargaining Unit: General Employees - Non Represented

CITY OF SARASOTA
Established Date: Jul 9, 2014
Revision Date: Sep 12, 2014

SALARY RANGE

\$24.06 - \$30.66 Hourly
\$1,924.56 - \$2,452.71 Biweekly
\$50,038.56 - \$63,770.51 Annually

DESCRIPTION:

To oversee the Law Enforcement Accreditation Process for the Police Department; department liaison with the Commission for Florida Law Enforcement Accreditation (CFA); assists staff in resolving quality assurance and accreditation non-compliance issues and findings.

ESSENTIAL FUNCTIONS:

- Maintains files for standards compliance.
- Attends and participates in accreditation meetings/training sessions and serve on related committees through the Florida Police Accreditation Coalition (FLA-PAC).
- Prepares for agency's re-accreditation that includes conducting assessment activities.
- Provides accreditation-related training to appropriate staff and personnel.
- Acts as Liaison between agency and the Commission for Florida Law Enforcement Accreditation (CFA).
- Assists other agencies in their accreditation efforts-certification as a CFA assessor required.
- Interacts with and attends meetings involving department units, other city departments and outside organizations to achieve desired management objectives.
- Makes recommendations based on accreditation inspections.
- Represents the Police Department when working with outside agencies and groups.
- Fosters positive employee relations and employee morale on a city-wide basis.
- Monitors measures designed to meet Commission Standards.
- Completes, updates and submits required reports, documents and forms pursuant to applicable accreditation regulations and in accordance with department policy/procedure and state statutes.
- Maintains standards files for primary and secondary proofs of compliance
- Prepares the department for accreditation/re-accreditation recognitions.
- Incumbent may be required to perform job-related tasks other than those specifically presented in this job description.

MINIMUM QUALIFICATIONS:

- Associates Degree in areas pertaining to law enforcement.
- Five (5) years of law enforcement experience, or the equivalent in education, training, and experience, which would provide the necessary knowledge, skills and abilities.
- CFA Accreditation Manager Certification or the ability to obtain within six (6) months of employment.
- Possession of and ability to maintain a valid State of Florida Driver's License. Must be NCIC/FCIC certified or obtain certification within six (6) months of appointment.

JOB BASED COMPETENCIES:

- Possess extensive knowledge and an overall understanding of all organizational functions.
- Understanding of the workings of the following organization: CFA - Florida Accreditation Standards, agencies rules and regulations manual, knowledge of department goals, objectives and mission statement.
- Possess well rounded research skills and computer skills.
- Must have professional oral and written skills and interpersonal skills.
- Ability to effectively prioritize and exhibit time management skills.

ORGANIZATION STATUS/SUPERVISORY RESPONSIBILITIES:

This position is under the direction of and responsible to the Chief of Police or designated representative.

Directly supervises personnel and sworn personnel for accreditation training and temporarily assigned to the office of the Accreditation Manager.

Grade: 22

PHYSICAL REQUIREMENTS:

Position requires visual acuity for reviewing, checking, preparing, and maintaining written and computer files. Incumbent is required to have sufficient hearing to accurately perceive information at normal spoken word levels. Manual dexterity to operate standard office, data entry, and word processing equipment is required.

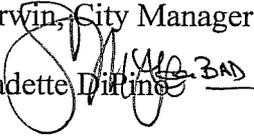


Interoffice Memorandum

Date: October 22, 2014

To: City Commission

Thru: Thomas Barwin, City Manager

From: Chief Bernadette DiPino 

Subject: Request Budget Amendment for the Victims of Crime Act (VOCA) Grant (Fund 173)

The Sarasota Police Department has been awarded the Victims of Crime Act (VOCA) Grant for the FY 2014-15 funding cycle in the amount of \$46,793. The grant is combined with a required City Match of \$11,698 for an 80/20 percent match program.

The Federal VOCA assistance grant program offers funding to local community providers for use in responding to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after their victimization, helping victims to understand and participate in the criminal justice system, and providing victims with a measure of safety and security. The Victim Advocate Program is an integral part of the Sarasota Police Department's Community Policing culture and ongoing service to all citizens.

The Police Department requested and was granted utilization of the funds to hire and employ one additional full-time Victim Advocate for the Police Department. Commission acceptance of the grant was awarded on October 6, 2014. This request is to create a funding structure in order to utilize the grant. Please find the funding structure as advised by the City Finance Department on the following page.

In order to expend the funds already awarded the Police Department by the Office of the Attorney General, I am requesting the budget be amended for the grant award of \$46,793 and the required City match of 11,698, making the total Budget Amendment request for \$58,491.

Recommend Approval.

BD/lg

Budget Amendment Request		
Revenues		
\$ 46,793	173-729-194-334210-000000	VOCA Grant
11,698	173-729-194-381000-000000	Interfund Xfer (Match)
\$ 58,491		
Expenditures		
\$ 38,724	173-729-194-000101-000000	Salaries
2,963	173-729-194-000204-000000	Social Security
3,872	173-729-194-000207-000000	Retirement
9,745	173-729-194-000205-000000	Health Insurance
72	173-729-194-000206-000000	Life Insurance
596	173-729-194-000208-000000	Workers Comp.
502	173-729-194-002209-000000	Other Personnel Costs
2,017	173-729-194-000695-000000	Software (no match for this item)
\$ 58,491		
\$ (7,892)	001-729-194-000101-000000	Salaries
(604)	001-729-194-000204-000000	Social Security
(789)	001-729-194-000207-000000	Retirement
(1,789)	001-729-194-000205-000000	Health Insurance
(13)	001-729-194-000206-000000	Life Insurance
(109)	001-729-194-000208-000000	Workers Comp.
(502)	001-729-194-000108-000000	Part Time Salaries
11,698	001-729-194-000901-000000	Interfund Xfer Out (Match)
-		

RECEIVED

**2014/2015
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND**

14 SEP 26 PM 2:56

ATTORNEY GENERAL'S OFC.
ADVOCACY & GRANTS MGMT.

City of Sarasota Police Department

GRANT NO. V197-14363

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 City of Sarasota Police Department, 2099 Adams Lane, Sarasota, Florida 34237-7005, 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 WORK

For the 2014/2015 grant period, the Provider will maintain a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, as outlined in the 2014/2015 grant application approved by the OAG, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2014, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2015. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

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 \$46,793.** 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. (2013), 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. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall 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 shall so register within twenty-one (21) days from execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

The Provider agrees to comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider also agrees to applicable restrictions on subrecipients that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 6. 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. For example, all grant-related purchases, including telephones and computers, must be used solely for VOCA-funded activities in equal proportion to the VOCA funded staff utilizing the item.

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. (2013) requirements.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State. **Any funds paid in excess of the amount to which the Provider is entitled under the terms of the Agreement must be refunded to the State.**

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.

The Provider understands and agrees that it cannot use any federal funds (including VOCA), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Providers must report suspected fraud, waste and abuse to the OAG, the Office of Inspector General at 850-414-3300.

ARTICLE 7. 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 8. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Provider's submission and OAG approval of a monthly invoice, monthly performance report and all required supporting documentation.

In accordance with Section 215.971 F.S. (2013), financial consequences are described in this Article of the Agreement. The Provider will be held responsible for maintaining a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the 2014/2015 VOCA Grant Application and approved by the OAG, incorporated herein by reference as Attachment "A," unless otherwise approved by the OAG in writing. At a minimum, the agency will provide services to no less than 80 percent of the total number of projected victims. If the Provider does not maintain a victim services program that will be available to provide services to victims of crime and provide the anticipated total number of deliverables as outlined in Attachment "A," without an approved justification, the final payment for the grant will be reduced by 5% of the total award amount as listed in Article 4.

Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. (2013).

Monthly performance reports must be completed and received with the monthly invoice to document the provision of the project deliverables. Reimbursement of a monthly invoice is contingent upon OAG receipt of the corresponding monthly performance report, and approval of the level of service provided during the report period.

The monthly invoice, the monthly performance report and all required supporting documentation 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 complete and correct invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests, and the OAG may terminate the Agreement.

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 is required to inform the OAG if they are being investigated by a state agency for financial or programmatic issues. If it comes to the attention of the OAG that the Provider is being investigated, requests for reimbursement may not be processed until the matter is resolved and 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 9. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), F.S. (2013), 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. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

ARTICLE 11. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the OAG. 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 agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish services of support (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 OAG.

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 shall be the sole responsibility of the Provider.

ARTICLE 12. 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. (2013), 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. (2013) 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. The Provider shall also maintain all public records consistent with the State of Florida's record retention schedule.

ARTICLE 13. VICTIM ADVOCATE DESIGNATION

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

ARTICLE 14. 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 15. 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. In the event another OMB Guidance Circular supersedes OMB Circular A-133, the information, guidance and requirements for audits provided in the newer circular will be applicable to this Agreement.

1. In the event 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 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 16. 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), 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 15 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 the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 17. 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 OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

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, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, including the aforementioned, 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 18. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the lawful rate on the amount of the overpayment or outstanding balance thereof.

ARTICLE 19. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, F.S. (2013), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. (2013), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ARTICLE 20. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG 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 OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the 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 21. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that 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 shall 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.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. Any and all copyrights accruing under or in connection with performance under this Agreement are hereby reserved to the State of Florida.

The Provider shall indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider shall indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG 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 OAG, the right to continue use of, or replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception 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.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 22. INDEMNIFICATION

To the extent permissible under Florida law, the Provider shall be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any sole negligent acts of the OAG.

ARTICLE 23. 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 24. AMENDMENTS

Except as provided under Article 6, Authorized Expenditures, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

ARTICLE 25. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, 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)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §7 94), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Section 760, F.S. (2013), the Provider agrees not to discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

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, or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights and the Florida OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self-

reporting by December 31, 2014. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to Section 287.134, F.S. (2013), an entity or affiliate on the Florida Department of Management Services' discriminatory vendor list may not transact business with any public entity.

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

ARTICLE 26. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider shall not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. For example, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 27. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by Award No. V197-14363 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinting.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color,

national origin, religion, sex, age, or disability. To file a complaint of discrimination, call the Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The <organization name> is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be provided by the OAG.

ARTICLE 28. 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 paid.

The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 29. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is Christina F. Harris. All notices must be given to the parties' contract administrator.

ARTICLE 30. TEXT MESSAGING

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages subrecipients (Providers), to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

ARTICLE 31. SECTION 539 OF THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013, COMPUTER NETWORK REQUIREMENT

Section 539 of the Consolidated and Further Continuing Appropriations Act, 2013 (which includes the Department of Justice Appropriations Act, 2013) provides –

- (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Any Provider that falls within the types of entities described in Section 539(b) is exempt from this requirement. Any Provider that did not fall under the exemption must comply with the requirement. Attachment "B" Section 539 Certification Form (Victims of Crime Act (VOCA) Special Conditions Certification Form) is hereby incorporated by reference.

ARTICLE 32. ASSURANCES

Attachment "C" Assurances is hereby incorporated by reference.

ARTICLE 33. CERTIFICATION FORM

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

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court in Leon County, Florida.

ARTICLE 35. 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 City of Sarasota Police Department, have executed this Agreement.

Bernadette DiPino
Authorizing Official

Sarah Nortelus
Director of Administration

Bernadette DiPino
Print Name

Sarah Nortelus
Print Name

9-22-14
Date

9/30/14
Date

596000426
FEID # of Provider

N/A
SAMAS Code

Attachment A

Agency Name: City of Sarasota Police Department

VICTIMS SERVED AND TYPES OF SERVICES

Indicate the number of victims projected to be provided with services by VOCA funded and matching staff during the grant period. The figures indicated must be based on historical data and/or the anticipated needs of the populations proposed to be served through the VOCA project. It is anticipated that the categories indicated for victim populations and/or services provided may be expanded or narrowed depending on the needs of the victims identified during the grant period. At a minimum, the agency will provide services to no less than 80 percent of the total number of projected victims.

Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of domestic violence should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime.

2014 - 2015 VOCA Grant Award: \$46,793.00

VICTIMS

Number	Type of Victim	\$ Amount	% Award
2	Child Physical Abuse	\$374.34	1.00%
2	Child Sexual Abuse	\$374.34	1.00%
0	DUI/DWI Crashes	\$0.00	0.00%
20	Domestic Violence	\$3,743.44	8.00%
4	Adult Sexual Assault	\$748.69	2.00%
2	Elder Abuse	\$374.34	1.00%
0	Adults Molested as Children	\$0.00	0.00%
4	Survivors of Homicide Victims	\$748.69	2.00%
25	Robbery	\$4,679.30	10.00%
25	Assault	\$4,679.30	10.00%

List of other added victim types:

Number	Type of Victim
25	Theft
25	Burglary
80	Battery (not domestic violence)
2	Repeat Violence
14	Aggravated Assault
20	Felony Battery (not domestic violence)

Victims Totals		\$ Amount	% of Award
84	Subtotal - Victims	\$15,722.45	34%
166	Subtotal - Other	\$31,070.55	66.4%
250	Grand Total	\$46,793.00	100%

SERVICES

Number	Service Type
50	Crisis Counseling
200	Follow-up Contacts
0	Therapy
0	Support Groups
0	Crisis Hotline Counseling
0	Shelter/Safehouse
50	Information and Referral (In-Person)
20	Criminal Justice Support/Advocacy
0	Emergency Financial Assistance
5	Emergency Legal Advocacy
225	Assistance w/Filing Crime Victim Compensation Claims*
200	Personal Advocacy
200	Telephone Contacts

List of other added service types:

Number	Type of Service
2	Transportation
75	Information & Referral by Telephone
30	Information & Referral by Letter/Mail
10	Attending Court Appearance/Court Hearing

Services Totals	
950	Subtotal - Set Type
117	Subtotal - Other
1,067	Grand Total

Attachment B
Victims of Crime Act (VOCA) Section 539, Consolidated and Further
Continuing Appropriations Act, 2013, Special Conditions Certification Form

Please complete the information below and return this document to the Office of the Attorney General with the signed VOCA Agreement and other Attachments.

Section 539 of the Consolidated and Further Continuing Appropriations Act, 2013 provides the following requirement:

Computer Network Requirement

The recipient understands and agrees that:

- a) No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and
- b) Nothing in item (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 - Each VOCA subgrantees must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;
 - This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

AGENCY CERTIFICATION:

VOCA funding is **NOT USED** to maintain or establish a computer network system.

- OR -

VOCA funding is **USED** to maintain or establish a computer network system. However, the computer network system is (select one below):

Is currently blocking the viewing, downloading, and exchanging of pornography, or

Is not able to block the viewing, downloading and exchanging of pornography .
 Anticipated date of blocking software purchase _____. (fill in date), or

Exempt because organization is a Federal, State, tribal, or local law enforcement agency, or an entity carrying out criminal investigations, prosecutions, or adjudication activities.

Agency Name:	Sarasota Police Department
Name of Authorized Official:	Bernadette DiPino
Signature and Title of Authorized Official:	<i>Bernadette DiPino</i> Chief of Police
Date of Certification:	9-18-14

OAG Staff Only:	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<i>Cherba Davis</i>	9/29/14
Approved By	Date Approved



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.

Bernadette Clark

Signature Date

9-18-14

Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: City of Sarasota Police Department	DUNS Number: 838298495
Address: 2099 Adams Lane, Sarasota, FL 34237	
Grant Title: V.O.C.A. Grant 14-15	Grant Number: V197-14363
Award Amount: \$46,793.00	
Name and Title of Contact Person: Jude Castro, Victim Advocate Coordinator	
Telephone Number: 941-954-7021	E-Mail Address: Jude.Castro@sarasotagov.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
 Recipient is an Indian tribe.
 Recipient is a medical institution.
 Recipient is a nonprofit organization.
 Recipient is an educational institution.
 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 delivery of
services.

Print or Type Name and Title

Signature

Date

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

I, Chief Bernadette DiPino [responsible official],
certify that Sarasota Police Department of City of Sarasota [recipient],
which has fifty 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 pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
The City of Sarasota, Sarasota Police Department [organization],
2099 Adams Lane, Sarasota, FL 34237 [address].

Chief Bernadette DiPino

Bernadette DiPino

9-18-14

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

STARS

Welcome

Applications

Main Location

City of Sarasota Police Department

Save & Continue

Save as Final

Cancel

Overview

Grant Applications

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

The following resources may be useful for completing the VOCA application. However, the list is not comprehensive and may not provide all of the information needed to complete your application.

[U.S. Postal Service Zip Code Lookup](#)

[Florida's Population and Demographic Information](#)

[Florida's Congressional Districts](#)

[Florida's Crime Statistics](#)

[Office of Justice Programs, Office for Civil Rights, Online Training](#)

SAVE YOUR WORK OFTEN

Select "Save and Continue" before proceeding with the next application page or selecting any of the links from the "Helpful Resources" list.

PERSONNEL BUDGET

#A 197-14363

Applicant Info

Eligibility

Funding Sources

Statement of Need

Project Pr...

Provide information for each position requested for VOCA funding by following the steps below:

1. Select the "Add Item" button.
2. When prompted provide details about expenses related to the personnel position using the salary calculator pop-up window.

Add Personnel Budget Item

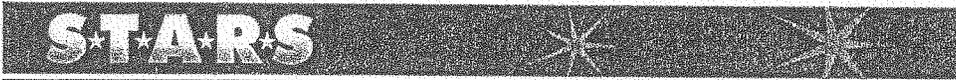
Position Requested	Funding Requested	Total Actual Cost	VOCA Funded (%)	VOCA Funded FTE	Actions
Victim Advocate	\$ 44,776.00	\$ 44,776.00	100.00%	1.00	
<input checked="" type="checkbox"/> Victim Advocate Coordinator	\$ 0.00	\$ 0.00	%	0.00	
Totals:	\$ 44,776.00	\$ 44,776.00		1.00	

= This item is also used as a matching expense



Office of the Attorney General
 Division of Victim Services and Criminal Justice Programs
 Bureau of Advocacy and VOCA Grants
 The Capitol, PL-01
 Tallahassee, Florida, 32399-1050
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Jude Castro Logout

Welcome Applications

Main Location

City of Sarasota Police Department

Edit Close

Overview

#A197-14363

Grant Applications

Applicant Info Eligibility Funding Sources Statement of Need Project Proposal Personnel Budget Contractual Budget Equipment

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

The following resources may be useful for completing the VOCA application. However, the list is not comprehensive and may not provide all of the information needed to complete your application.

U.S. Postal Service Zip Code Lookup

Florida's Population and Demographic Information

Florida's Congressional Districts

Florida's Crime Statistics

Office of Justice Programs, Office for Civil Rights, Online Training

SAVE YOUR WORK OFTEN

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Position Requested	Funding Requested	Total Actual Cost	VOCA Funded (%)	VOCA Funded FTE	Actions
Victim Advocate	\$ 44,776.00	\$ 44,776.00	100.00%	1.00	
Victim Advocate Coordinator	\$ 0.00	\$ 0.00	%	0.00	
Totals:	\$ 44,776.00	\$ 44,776.00		1.00	

☒ = This item is also used as a matching expense

Salary Calculator

Position Requested	Funding Requested	Total Actual Cost	VOCA Funded		Matching expense?
			(%)	(FTE)	
Victim Advocate	\$ 44776	\$44,776.00	100.00	1	N
Select the pay schedule:					
Bi-Weekly					
Hours per week	40				
Hourly Rate	14,823	% Rate	Employer Cost (Yearly)	Per Pay Period Approved Budget	
Annual Gross Salary	\$30,852.00	\$30,852.00			\$1,185.85
FICA		7.65	\$2,358.65		\$90.72
Retirement		10.00	\$3,083.20		\$118.58
Health Insurance			7,956		\$306.00
Life Insurance			59		\$2.27
Dental Insurance			0		\$0.00
Workers Comp		1.58	487.15		\$18.74
Unemployment (1st \$8,000)		0	0.00		\$0.00
Other (provide explanation below):			0		\$0.00
TOTAL:			\$44,776.00		\$1,722.16
Explanation (if applicable)					
Uniforms and cleaning are provided to employees.					



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STARS

Welcome

Applications

Main Location

City of Sarasota Police Department

Save & Continue

Save as Final

Cancel

Overview

Grant Applications

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

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[Florida's Crime Statistics](#)

[Office of Justice Programs, Office for Civil Rights, Online Training](#)

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CONTRACTUAL BUDGET

#A197-14363

Applicant Info

Eligibility

Funding Sources

Statement of Need

Project Pr

Provide information for each item/service requested for VOCA funding by following the steps below:

1. Input the "Description" (business name or contractor, if applicable).
2. Indicate the "Number of Items" and the "Cost per Item" (cost per unit of service) requested.
3. Complete the "Narrative" section by providing a description of the item/service, how the VOCA portion of the expense was calculated and how this service relates to the VOCA Proposal.
4. Indicate if this item/service will also be used as a matching expense.
5. Select the "Add Item" button.

Description: Number of Items: Cost per Item: VOCA Total:

\$ \$

Narrative:

Matching expense?

Yes No

Description	Num of Items	Cost per Item	Total	Actions
-------------	--------------	---------------	-------	---------

No Documents Entered

= This item is also used as a matching expense



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Welcome Applications

Main Location

City of Sarasota Police Department

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EQUIPMENT BUDGET

#A197-14363

- Overview
- Grant Applications
- VOCA Definitions
- Judicial Circuits
- Non-Allowable Costs/Activities

Applicant Info Eligibility Funding Sources Statement of Need Project Proposal Personnel Budget Contractual Budget Equipment

Each item included in this must cost \$1,000 or more. If awarded funding for items in this category, prior approval is required before purchasing items.

Provide information for each item/service requested for VOCA funding by following the steps below:

1. Input the "Description".
2. Indicate the "Number of Items" and the "Cost per Item" requested.
3. Complete the "Narrative" section by providing a description of the item/service, how the VOCA portion of the expense was calculated and how this service relates to the VOCA Proposal.
4. Indicate if this item/service will also be used as a matching expense.
5. Select the "Add Item" button.

- Helpful Resources
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Description: Number of Items: Cost per Item: \$ VOCA Total: \$

Narrative: Matching expense? Yes No

Description	Num of Items	Cost per Item	Total	Actions
Carolina Crises Software LLC- Victim Assistance Management System	1	\$ 2,017.00	\$ 2,017.00	<input type="button" value="edit"/> <input type="button" value="delete"/>
Totals:			\$ 2,017.00	

= This item is also used as a matching expense

SAVE YOUR WORK OFTEN

Select "Save and Continue" before proceeding with the next application page or selecting any of the links from the "Helpful Resources" list.

Edit Document

Description	Number of Items	Cost Per Item	VOCA Total
Carolina Crises Software	1	\$2,017.00	\$2,017.00

Narrative: Matching expense? Yes No



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Welcome

Applications

Main Location

City of Sarasota Police Department

Save & Continue

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Cancel

Overview

Grant Applications

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

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OPERATING BUDGET

#A197-14363

Applicant Info

Eligibility

Funding Sources

Statement of Need

Project Pr

Each item included in this must cost less than \$1,000. Allowable expenses may include office supplies, postage, monthly service costs for telephone or utilities, staff travel for direct service to crime victims only and furniture and equipment costing less than \$1,000.

Provide information for each item/service requested for VOCA funding by following the steps below:

1. Input the "Description".
2. Indicate the "Number of Items" and the "Cost per Item" (cost per unit of service) requested.
3. Complete the "Narrative" section by providing a description of the item/service, how the VOCA portion of the expense was calculated and how this service relates to the VOCA Proposal.
4. Indicate if this item/service will also be used as a matching expense.
5. Indicate if this item/service is a printed material or travel expense.
6. Select the "Add Item" button.

Description: Number of Items: Cost per Item: \$ VOCA Total: \$

Narrative:

Matching expense?

Yes No

Is item a:

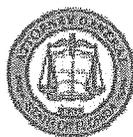
printed material? travel expense?

Add Item Reset

Description	Num of Items	Cost per Item	Total	Actions
-------------	--------------	---------------	-------	---------

No Documents Entered

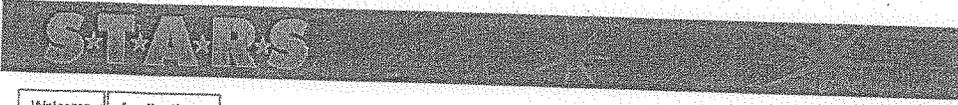
= This item is also used as a matching expense



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MATCHING BUDGET

Overview

Grant Applications

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

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Office of Justice Programs, Office for Civil Rights, Online Training

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Applicant Info Eligibility Funding Sources Statement of Need Project Proposal Personnel Budget Contractual Budget Equipment #A197-14363

The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. All proposals must demonstrate at least 20% of the total project as matching expenses provided by the applicant. Matching expenses are subject to the same restrictions that govern VOCA grant funds, i.e., the source(s) of program match must be VOCA-allowable expenses. Allowable matching expenses may include, but are not limited to, volunteers, staff salaries, rent, equipment, operating costs, etc. Matching expenses used for the VOCA project cannot be used as matching expenses for any other grant.

Provide information for each item/service used as a matching expense by following the steps below:

1. Input the matching expense item or position title.
2. Identify the expense as cash or in-kind and, if a cash matching expense, identify the funding source.
3. Select the appropriate budget category and indicate the matching expense amount.
4. Complete the "Narrative" section by providing a description of the matching expense, how the VOCA portion of the expense was calculated and how this expense relates to the VOCA Proposal.
5. Select the "Add Item" button.
6. When prompted provide detail about expenses related to the matching personnel position using the salary calculator pop-up window.

Program Match Description Cash or In-Kind Funding Source Budget Category Match Amount

Narrative:

Remaining Funding Source Cash

State: 0.0
Local: \$-11,196.00
Other: 0.0

\$502.00 remaining of \$11,696.00 of Required Match amount.

Description	Cash/In-Kind	Source	Category	Amount	FTE	Actions
Victim Advocate Coordinator	Cash	Local	Personnel	\$ 11,196.00	0.22	
Totals:				\$ 11,196.00	0.22	

Match Budget Item

Program Description Cash or In-Kind Funding Source Budget Category Match Amount

Victim Advocate Coordinator Cash Local Personnel \$11,196.00

Narrative

We will be requesting to use our current Victim Advocate Coordinator's salary as a match for the require match amount.



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Reported Match
\$22,492.00
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	RATE	Employer Cost	Match Amount
Annual Gross Salary:	\$35,090.00	\$35,090.00	\$7,892.00
FICA:	7.6500	\$2,684.00	\$604.00
Retirement:	10.0000	\$3,509.00	\$789.00
Health Insurance:		\$ 7,956.00	\$1,789.00
Life Insurance:		\$ 59.00	\$13.00
Dental Insurance:		\$ 0.00	\$0.00
Workers Comp:	1.3800	\$484.00	\$109.00
Unemployment (1st \$8,000):	0.0000	\$0.00	\$0.00
Other (explain below):		\$ 0.00	\$0.00
TOTAL:		\$49,782.00	\$11,196.00

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Welcome

Applications

Main Location

City of Sarasota Police Department

Save & Continue

Save as Final

Cancel

Overview

Grant Applications

VOCA Definitions

Judicial Circuits

Non-Allowable Costs/Activities

Helpful Resources

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BUDGET SUMMARY

#A197-14363

Applicant Info

Eligibility

Funding Sources

Statement of Need

Project Pr

1. If applicable, provide a justification for not billing Victim Compensation for services that may be funded through Victim Compensation. For example, therapy services requested as part of the personnel or contractual budgets.

2. Enter the total number, in full time equivalents (FTEs), of victim advocates/direct victim service providers staffed by the applicant agency. Do not include staff that are not direct service providers.

2

The total number, in full time equivalents (FTEs), requested from VOCA, from the personnel budget: 1.00

The total number, in full time equivalents (FTEs), reported as cash matching expenses, from the match budget: 0.22

Total number of VOCA project staff (VOCA funded staff + Match staff): 1.22

Budget Summary By Category

The subtotal for each budget category for the total VOCA Budget Request is provided here. Amounts are rounded to the nearest whole dollar.

	Total VOCA Budget Request	Agency Contribution for VOCA Project
PERSONNEL:	\$ 44,776.00	\$ 0.00
CONTRACTUAL:	\$ 0.00	
EQUIPMENT:	\$ 2,017.00	
OPERATING:	\$ 0,00	
Total:	\$ 46,793.00	
REQUIRED MATCH:	\$ 11,698.25	



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