



**District Attorney  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:**    October 9, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Dave Alavezos    PHONE: 636-5494

**SUBJECT:**            Approve an agreement with the California Office of Emergency Services.

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an agreement with the California Office of Emergency Services in the amount of \$821,185, award amount of \$722,255 with a \$98,930 county match, to provide continuing funding for the Victim/Witness Assistance Program, for the period October 1, 2018 through September 30, 2019. This agreement is retroactive due to the funding agency's recent release of the request for application.
2. Find that the Board had authority to enter into the proposed agreement as of October 1, 2018, and that it was in the County's best interest to enter into the agreement on that date.
3. Authorize the Chairman to sign the Grant Subaward Face Sheet and the Subrecipient Grants Management Assessment.
4. Authorize the Chairman and the County Administrative Officer to sign the Certification of Assurance of Compliance.
5. Authorize the Project Director, Financial Officer, and their signature designees to sign the Signature Authorization form.
6. Authorize the signatures of the District Attorney, or designated staff, including the Project Director, Financial Officer, and their signature designees, on the Signature Authorization form.
7. Recognize the Chair of the Tulare County Board of Supervisors as having

**SUBJECT:** Approve an agreement with the California Office of Emergency Services.  
**DATE:** October 9, 2018

authority to submit the application for the Unserved/Underserved Victim Advocacy and Outreach Program to the California Governor's Office of Emergency Services, and as having authority to execute on behalf of the County of Tulare the attached Grant Subaward, including any extensions or amendments thereof.

8. Agree to provide all matching funds required for the project, including any extensions or amendments thereof.
9. Agree to abide by the rules and regulations of the California Governor's Office of Emergency Services.
10. Agree that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.
11. Approve a capital asset purchase of two vehicles in an amount not to exceed \$76,307.
12. Authorize the necessary budget adjustments per the attached AUD 308 (4/5ths vote required).

**SUMMARY:**

The California Governor's Office of Emergency Services (Cal OES) is California's State Administering Agency for Victims of Crime Act (VOCA) funding, made possible through the U.S. Department of Justice. VOCA funds are allocated to numerous grant programs to serve victims, and the Victim/Witness Assistance Program (VW Program) is one such program. The Office of the District Attorney has been a recipient of this grant funding for over a decade and is seeking continuing funding for fiscal year 2018/2019.

The major objectives of the VW Program are to provide funding for comprehensive assistance programs for victims and witnesses of crime, providing much needed services to allow for faster recovery from the effects of crime. With assistance from this and other grant funding, the Office of the District Attorney's Victim/Witness Center provides numerous services to thousands of crime victims annually in Tulare County.

The total funding of \$821,185 for Fiscal Year 2018/2019 includes \$656,948 in federal Victims of Crime Act funds, \$65,307 in state Victim Witness Assistance funds, and \$98,930 in local match funds. Of this total, \$696,185 is available to operate the regular VW Program, while \$125,000 is available to operate a new Mass Victimization project.

The \$696,185 in regular VW Program funding will cover five full-time Victim Witness Workers (VW Workers), two extra help Legal Office Assistants, 80% of one VW Worker Supervisor, and 35% of the District Attorney Program Manager. In addition, grant funds will cover the cost of the salary of one Extra Help VW Worker, along with operational costs, such as training, mileage reimbursement, outreach brochures, and supplies.

**SUBJECT:** Approve an agreement with the California Office of Emergency Services.  
**DATE:** October 9, 2018

The District Attorney's Office is requesting to purchase two vehicles. The first vehicle will be used by VW Program staff to attend conferences, trainings and mandatory Cal OES meetings in Sacramento. In addition, the vehicle will also be used by program staff in the course of outreach in various communities. The VW Center has a need for a Sport Utility Vehicle (SUV) as a standard vehicle is not large enough to meet its program needs. VW Program staff carries out a large amount of community outreach and education throughout the year, activities which require the transport of tables, displays, and boxes of literature disseminated at these events. The department plans to purchase a Ford Explorer in an amount of \$34,685. Adding a 10% contingency, the total not-to-exceed cost for this vehicle will be \$38,154. The department will work with Motor Pool to obtain this vehicle and it will be purchased in accordance with the County's purchasing guidelines.

To address the surge in occurrences of mass violence and domestic terrorism in recent years, \$125,000 has been dedicated to a new Cal OES Mass Victimization project. This funding was made available to prepare VW Centers across the state to participate in a coordinated community response in the event such an incident occurs in their respective communities. Funds will support one Mass Victim Advocate (MVA) position, along with operational costs including "go bags" filled with clothing, toiletries and food gift cards for victims and their families, tablets, walkie talkies, and other emergency response items.

The second vehicle will be purposed for the Mass Victimization project to be used to transport equipment and used as a mobile command station in response to a mass violence incident. The department plans to purchase a Ford Explorer in an amount of \$34,685. Adding a 10% contingency, the total not-to-exceed cost for this vehicle will be \$38,154. The department will work with Motor Pool to obtain this vehicle and it will be purchased in accordance with the County's purchasing guidelines.

The grant is based on a federal fiscal year; therefore, approximately 75% of the grant will be spent in Fiscal Year 18/19, and approximately 25% will be spent in Fiscal Year 19/20.

A prior agreement, identical except for the term and dollar value, was approved as to form by County Counsel on November 21, 2017, and was approved by the Board of Supervisors on March 13, 2018. The substantive deviations from the standard County boilerplate identified in the prior agenda item were:

1. County must indemnify State;
2. State may terminate immediately for cause;
3. County must sign first;
4. Department of Justice may terminate immediately for cause;
5. County must allow timely and reasonable access to records pertinent to the award for at least 3 years after submission of final expenditure report, and as long as the records are retained thereafter;

**SUBJECT:** Approve an agreement with the California Office of Emergency Services.  
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6. County may only impose federal record retention requirements as described in 2 C.F.R. 200.333 on any sub recipients of award funds; and
7. Agreement is contingent on availability of funds.

The agreement becomes the final award once countersigned, so there will not be a follow up agreement.

**FISCAL IMPACT/FINANCING:**

The Victim/Witness Assistance Program grant (Budget Unit 3700) for \$821,185 covers the period of October 1, 2018 through September 30, 2019. This represents an award amount of \$722,255 and the matching funds of \$98,930. The amount can be broken down into the fiscal years and periods as follows:

- \$615,889 has been included for FY 2018/19 (October 1, 2018 through June 30, 2019).
- \$205,296 will be included for FY 2019/20 (July 1, 2018 through September 30, 2019).

The attached AUD reflects the \$615,889 for FY 2018/19, which is an increase over the amount included in the approved FY 2018/19 District Attorney's Department budget. The matching funds of \$98,930 will be covered through the District Attorney's FY 2018/19 operating budget. The remaining portion of \$205,296 will be included in FY2019/20 District Attorney's Department budget.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year Strategic Business Plan and Management System include Safety and Security initiatives to provide for the safety and security of the public. Continued grant funding from Cal OES helps to fulfill this initiative.

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
Yun Gyung Park-Moore  
Fiscal Manager

Cc: County Administrative Office

- Attachment(s)
- Attachment 1: Grant Subaward Face Sheet
  - Attachment 2: Certification of Assurance of Compliance
  - Attachment 3: Subrecipient Grants Management Assessment
  - Attachment 4: AUD 308
  - Attachment 5: Code of Federal Regulations – 200.333, 200.336 and 200.339

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN ) Resolution No. \_\_\_\_\_  
AGREEMENT WITH THE CALIFORNIA ) Agreement No. \_\_\_\_\_  
OFFICE OF EMERGENCY SERVICES )  
)

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

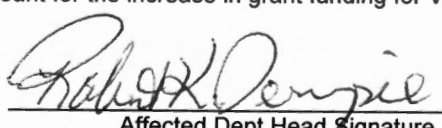
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved an agreement with the California Office of Emergency Services in the amount of \$821,185, award amount of \$722,255 with a \$98,930 county match, to provide continuing funding for the Victim/Witness Assistance Program, for the period October 1, 2018 through September 30, 2019. This agreement is retroactive due to the funding agency's recent release of the request for application.
2. Found that the Board had authority to enter into the proposed agreement as of October 1, 2018, and that it was in the County's best interest to enter into the agreement on that date.
3. Authorized the Chairman to sign the Grant Subaward Face Sheet and the Subrecipient Grants Management Assessment.
4. Authorized the Chairman and the County Administrative Officer to sign the Certification of Assurance of Compliance.
5. Authorized the Project Director, Financial Officer, and their signature designees to sign the Signature Authorization form.

6. Authorized the signatures of the District Attorney, or designated staff, including the Project Director, Financial Officer, and their signature designees, on the Signature Authorization form.
7. Recognized the Chair of the Tulare County Board of Supervisors as having authority to submit the application for the Unserved/Underserved Victim Advocacy and Outreach Program to the California Governor's Office of Emergency Services, and as having authority to execute on behalf of the County of Tulare the attached Grant Subaward, including any extensions or amendments thereof.
8. Agreed to provide all matching funds required for the project, including any extensions or amendments thereof.
9. Agreed to abide by the rules and regulations of the California Governor's Office of Emergency Services.
10. Agreed that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.
11. Approved a capital asset purchase of two vehicles in an amount not to exceed \$76,307.
12. Authorized the necessary budget adjustments per the attached AUD 308 (4/5ths vote required).

## County of Tulare — Auditor Controller Budget Adjustment Form

09/26/18					Document ID Number		03/19		9:57 AM		
Date					Accounting Period		2019		Budget Fiscal Year		
					District Attorney		Rainbow Moore		205-1003		
					Agency Name		Contact Person		Phone		Extension
Action** A,C,D	Fund	Dept	Appr #				<b>LEVEL 1 Finish Here</b>	Current Amount	Revised Amount	Inc / Dec Amt	
C	001	100	100CAP					239,083	315,390	76,307	
C	001	100	100SSUP					2,592,311	2,730,696	138,385	
										-	
										-	
										-	
										-	
										-	
<b>Appropriations Total</b>							<i>Need Not Equal Zero</i>	<b>2,831,394</b>	<b>3,046,086</b>	<b>214,692</b>	
Action** A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	<b>LEVEL 2 Start Here</b>	Current Amt	Revised Amount	Inc / Dec Amt	
A	001	100	100CAP	3700	8342				76,307	76,307	
C	001	100	100SSUP	3700	7066			62,560	200,945	138,385	
C	001	100		3700		5223		432,413	647,105	(214,692)	
										-	
										-	
										-	
										-	
										-	
										-	
										-	
<b>Line Total</b>							<i>Must Equal Zero</i>	<b>\$ 494,973</b>	<b>\$ 924,357</b>	<b>\$ -</b>	
Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)											
<p>To account for the increase in grant funding for Victim Witness program for FY2019.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                   Affected Dept Head Signature             </div> <div style="width: 45%; border-top: 1px solid black; text-align: center;">                 Other Affected Dept Head Signature             </div> </div>											
Checked By: _____ County Executive Office Action: No. _____ Date: _____ (    ) Approved      (    ) Disapproved							Entered By: _____ Date: _____ Distribution:      1: BOS/CAO/Auditor				
By: _____ Board of Supervisors Action: No. _____ Date: _____											
<b>** Action Codes: A=Add, C=Change, D=Deactivate</b> * Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, except for ISFs * Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa * Whenever a 97XX account budget is adjusted, a corresponding 98XX account budget must be adjusted in the billing agency, and vice versa											

## 2 CFR 200.333

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

*Code of Federal Regulations* > *TITLE 2 -- GRANTS AND AGREEMENTS* > *SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS* > *CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE* > *PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS* > *SUBPART D--POST FEDERAL AWARD REQUIREMENTS* > *RECORD RETENTION AND ACCESS*

### **§ 200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the



3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## **Statutory Authority**

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### **AUTHORITY NOTE APPLICABLE TO ENTIRE PART:**

[\*31 U.S.C. 503\*](#)

## **History**

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[\*\[78 FR 78590, 78608\]\*](#), Dec. 26, 2013]

### **Annotations**

## **Notes**

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### **[EFFECTIVE DATE NOTE:**

[\*78 FR 78590, 78608\]\*](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

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## [2 CFR 200.336](#)

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

[Code of Federal Regulations](#) > [TITLE 2 -- GRANTS AND AGREEMENTS](#) > [SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS](#) > [CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE](#) > [PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#) > [SUBPART D--POST FEDERAL AWARD REQUIREMENTS](#) > [RECORD RETENTION AND ACCESS](#)

### **§ 200.336 Access to records.**

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(a)Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b)Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c)Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

### **Statutory Authority**

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**AUTHORITY NOTE APPLICABLE TO ENTIRE PART:**

[31 U.S.C. 503](#)

### **History**

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[\[78 FR 78590, 78608, Dec. 26, 2013\]](#)

**Annotations**

**Notes**

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**[EFFECTIVE DATE NOTE:**

[78 FR 78590, 78608](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

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End of Document

## 2 CFR 200.339

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

*Code of Federal Regulations* > *TITLE 2 -- GRANTS AND AGREEMENTS* > *SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS* > *CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE* > *PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS* > *SUBPART D--POST FEDERAL AWARD REQUIREMENTS* > *REMEDIES FOR NONCOMPLIANCE*

### **§ 200.339 Termination.**

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(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

- (1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either--
  - (i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
  - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
  - (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

## Statutory Authority

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### AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

[31 U.S.C. 503](#)

## History

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[[78 FR 78590, 78608](#), Dec. 26, 2013; [80 FR 43301, 43309](#), July 22, 2015; [80 FR 45395](#), July 30, 2015]

### Annotations

## Notes

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### [EFFECTIVE DATE NOTE:

[78 FR 78590, 78608](#), Dec. 26, 2013, added Part 200, effective Dec. 26, 2013; [80 FR 43301, 43309](#), July 22, 2015, revised paragraph (b) and added paragraph (c), effective Jan. 1, 2016; [80 FR 45395](#), July 30, 2015, provides: "The effective date for the final guidance published July 22, 2015 ([80 FR 43301](#)), is changed from January 1, 2016, to July 30, 2015."

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