

AMENDMENT

FY 2017/2018
2017-2018

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

AND

City of Miami Beach (Police Department)

GRANT NO. VOCA-2017-Miami Beach Police Depart-00001

The State of Florida, Department of Legal Affairs, 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 Miami Beach (Police Department)**, hereafter referred to as the Provider, entered into an Agreement under the Victims of Crime Act (VOCA) Grant Program for the fiscal year 2017/2018 on **October 16, 2018**; and

WHEREAS, Article 26 specifically states, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement; and

WHEREAS, there is a need to amend Article 33.

NOW THEREFORE; the parties have mutually agreed to modify the Agreement as follows:

1. Article 33 is hereby deleted and the following language is substituted:

ARTICLE 33. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of the Agreement. The total sum of monies available for reimbursement to the Provider for services provided shall not exceed \$577,396.00.

“Availability to Provide Services” is defined as maintaining sufficient capacity to assist victims during the Provider’s core business hours throughout the Time of Performance, as set forth in Article 3 of this Agreement. Core business hours are assumed to be at least from 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise approved as alternative core business

hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

“Contractual Services” are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to Article 8 of this Agreement.

2. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise set forth herein, the terms and conditions contained in the Contract remain unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.
3. This amendment shall be effective February 1, 2018.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the City of Miami Beach (Police Department) have executed this amendment to the Agreement.



Authorizing Official

Daniel J. Dates

Print Name

2/16/18

Date



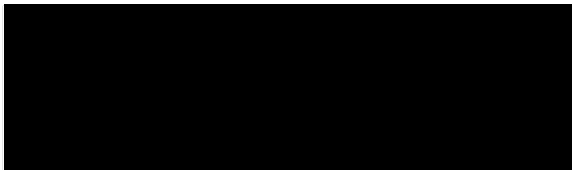
Print Name

JIMMY C. MORALES

Print Name

2/23/18

Date



SAMAS Code



OAG Authorizing Official

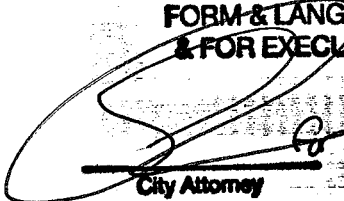
Sabrina W. Donovan

Print Name

02/28/18

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

2/22/18

Date