

AMENDMENT

**FY 2016/2017
(GRANT PERIOD)**

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ATTORNEY GENERAL'S OFF.
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**AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**

AND

New Smyrna Beach Police Department

GRANT NO. VOCA-2016-New Smyrna Beach Police D-00175

The Office of the Attorney General (the OAG) and the New Smyrna Beach Police Department (the Provider), entered into an Agreement for the Provider to provide services for the State under the Victims of Crime Act (VOCA) Grant Program for the fiscal year 2016/2017; 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 5, Article 17, Article 26 and Article 33.

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

1. Article 5 is hereby deleted and the following language is substituted:

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes (2015), provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action

plan, reduction of the final payment for the grant period under this Agreement by 5% of the total award amount listed in Article 33, and/or terminate this Agreement.

2. Article 17 is hereby deleted and the following language is substituted:

ARTICLE 17. AUDITS

The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2015), or as authorized by law.

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 Non-Federal Entity, meaning a State, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a Federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F. Article 33 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 Title 2 C.F.R. Part 200. An audit of the Provider conducted by the Auditor General in accordance with Title 2 C.F.R. Part 200, Subpart F, 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 Title 2 C.F.R. Part 200, Subpart F.

3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F is not required. In the event the Provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F, 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), as mandated in Title 2 C.F.R. Part 200, Subpart E.

3. Article 26 is hereby deleted and the following language is substituted:

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of Article 8, Authorized Expenditures.

4. 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 \$83,541.42.

“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.

5. 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.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the New Smyrna Beach Police Department, have executed this amendment to the Agreement.

M. S. Coffey
Authorizing Official

Bonnie Rogers
Director of Administration

M. S. Coffey JR
Print Name

Bonnie Rogers
Print Name

10/14/16
Date

10/20/16
Date

Print Name

Date

[REDACTED]
FEID # of Provider

SAMAS Code

ATTORNEY GENERAL'S OFFICE
ADVOCACY & GRANTS MGMT.

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