



OFFICE OF THE ATTORNEY GENERAL

THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

Reply to:

Office of the Attorney General
Bureau of Advocacy and Grants Management
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850)414-3300; SunCom 994-3300

ROBERT A. BUTTERWORTH
Attorney General
State of Florida

April 25, 2002

Ms. Karen Card
Nassau County Sheriff's Office
50 Bobby Moore Circle
Yulee, Florida 32097

Re: 2001-2002 Victims of Crime Act (VOCA) Amendment

Dear Ms. Card:

Enclosed is an amendment to the 2001-2002 Victims of Crime Act (VOCA) grant Agreement. This amendment modifies the Agreement by modifying the VOCA Budget. Please have the authorizing official execute the amendment, retain a copy for your files and return the original to my attention.

If you have any questions, please do not hesitate to call me at the number listed above.

Sincerely,

Tresa McCloud
Grant Manager

Enclosure

**AMENDMENT ONE TO AGREEMENT BETWEEN
THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL
AND**

**Nassau County Board of County Commissioners/Sheriff's Office
GRANT NO.: V1080**

The Office of the Attorney General (the OAG) and the Nassau County Sheriff's Office (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 2001-2002; and

WHEREAS, Article 17 specifically states, modifications of any provision under this contract must be mutually agreed upon by all parties, and require a written amendment to this agreement; and

WHEREAS, there is now a need to amend paragraph 1, Article 1, Article 4, Article 7, Article 9, Article 14, Article 15 and Article 20.

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

The first paragraph of the agreement is deleted and the following language is substituted:

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 being located in The Attorney General's Office, PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Nassau County Sheriff's Office, 50 Bobby Moore Circle, Yulee, Florida 32097 thereafter referred to as the Provider and the Nassau County Board of County Commissioners, P.O. Box 1010, Fernandina Beach, Florida 32034 hereafter referred to as the Fiscal Agent. 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 the services hereinafter set forth. The Provider understands and agrees that all services are to be performed solely by the Provider and may not be subcontracted for or assigned without the prior written consent of the OAG. The Provider and the Fiscal Agent 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.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to pay the Fiscal Agent on behalf of the Provider for those services which are completed in accordance with the terms and conditions of this Agreement. The total sum of monies paid to the Provider for the costs incurred under this Agreement shall not exceed \$39428. The Fiscal Agent 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 all recipients and subrecipients must ensure that agency funds are not commingled with funds from other federal agencies. Each award must be accounted for separately. Recipients and subrecipients are

prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a recipient's or subrecipient's accounting system cannot comply with this requirement, the recipient or subrecipient shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F.S., if the terms of this Agreement and payment thereunder extend beyond the current fiscal year, the OAG's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

ARTICLE 7. METHOD OF PAYMENT

Payments under this Agreement shall be made to the Fiscal Agent on behalf of the Provider for approved expenditures on a cost reimbursement basis. Reimbursement shall be made monthly based on Provider submission and OAG approval of a monthly invoice and actual expense report. Monthly invoices and actual expense reports 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. At the OAG's option, the OAG may require that documentation of expenditures be submitted to the OAG prior to approval of the Invoice. The OAG may withhold payment 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 subrecipient fails to submit the final invoice within this time frame, all right to payment is forfeited, and the OAG may not honor any requests submitted after the aforesaid time period. Any payment due or any approval necessary under the terms of this agreement may be withheld until all evaluation, financial and program reports due from the subrecipient, and necessary adjustments thereto, have been approved by the OAG.

The Provider agrees to maintain and timely file such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. Pursuant to Section 215.422(5), F.S., the Department of Banking and Finance has established a Vendor Ombudsman, which is to act as an advocate for vendors who may have problems obtaining timely payments from the state agencies. The Vendor Ombudsman may be reached at (850) 488-2924 or by calling the State Comptroller Hotline, 1-800-848-3792.

The Provider is required to Match the grant award as required in the 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. 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.

ARTICLE 9. DOCUMENTATION AND RECORD RETENTION

The Provider and Fiscal Agent 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 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 shall be maintained at the office of the Provider for a period of three 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 and Fiscal Agent 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 or Fiscal Agent fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.07(3)(s) and Section 960.15 F.S. provide that all 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 and Fiscal Agent, by signing this agreement specifically authorizes the OAG to receive and review any such record that is 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 payments to the Provider until requested documentation has been received, reviewed, and the costs are approved for payment by the OAG.

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the OAG, or its designee, access to such records upon request. The recipient shall ensure that the audit working papers are made available to the OAG, or its designee, upon request for a period of three years from the date the audit report is issued, unless extended in writing by the OAG.

ARTICLE 14. MONITORING

~~In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised,~~ monitoring procedures may include, but not be limited to, on-site visits by OAG staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Provider and Fiscal Agent agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider and Fiscal Agent further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

ARTICLE 15. PUBLIC RECORDS

Unless specifically exempted by law, all records made or received by the Provider and Fiscal Agent in conjunction with this Agreement are public records available for inspection by the public in accordance with the provisions of Section 119.07, F.S. Refusal of the Provider and Fiscal Agent to allow public access to such records shall constitute grounds for cancellation of this Agreement.

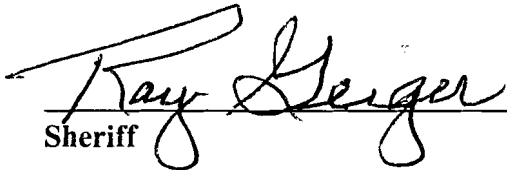
ARTICLE 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

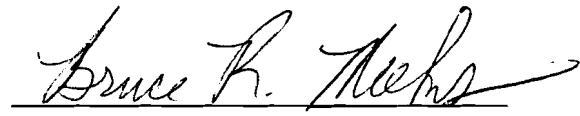
This instrument and its attachments embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

The Provider's and Fiscal Agent'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. There is absolutely no expectation or guarantee, implied or otherwise, that the

Provider will receive VOCA funding in the future. VOCA applications for grants are subject to a competitive process on an annual basis. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates that the program will continue beyond the current grant year.

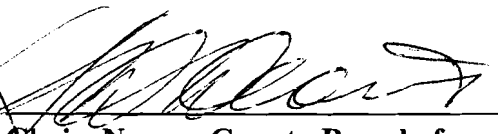
IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Nassau County Sheriff's Office and the Nassau County Board of County Commissioners have executed this Agreement.



Sheriff


Bruce R. Meeks
Executive Deputy Attorney General

5-13-02
(Date)

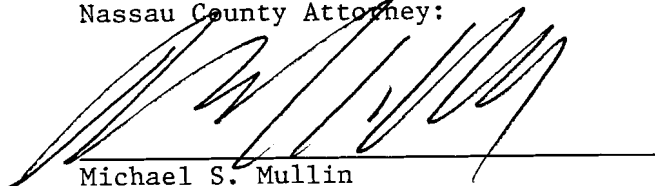
4-8-02
(Date)


Chair, Nassau County Board of
County Commissioners
NICK D. DEONAS

ATTEST:

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

5-15-02
(Date)

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

FID # of Provider

SAMAS Code