

**DEPARTMENT OF JUVENILE JUSTICE
THIRD CONTRACT AMENDMENT
FOR
CITY OF FORT LAUDERDALE**

The purpose of this Amendment is to add the subrecipient requirements to this Contract. In addition, it is to update the Force Majeure language; update the Quality Improvement Standards language; update the Department's Contract Manager information and update the Reports language. These changes are made pursuant to section III., B., 4., Options, of this Contract. This Amendment has no fiscal impact.

THIS AMENDMENT, entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**, ("Department") and **CITY OF FORT LAUDERDALE** ("Provider"), amends the above-referenced Contract by deleting, as indicated by "strikethrough" or reference and adding, as indicated by "underscore" or reference the section(s) below:

REFERENCE:

Page 5, Section III., B., Method of Payment

ADD:

8. Pursuant to Comptroller's Memorandum #03 (2014-2015), all expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the Department of Financial Services Reference Guide for State Expenditures. Pursuant to section 215.971, F.S., recipient and subrecipient contracts that are funded, in whole or in part, by State financial assistance require the following:
- a. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - b. The Provider shall refund to the State any balances of unobligated cash that have been advanced or paid.
 - c. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the State.

REFERENCE:

Pages 5-6, Section VI., Financial Transactions and Audit Requirements

DELETE:

This section in its entirety.

ADD:

The Department has determined that this is a Subrecipient Contract. Subrecipients of state or federal financial assistance are exempt from the seven-tenths of one percent (0.7%) MFMP transaction fee per FAC rule.

A. Financial Audit Compliance:

- 1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Attachment II), as applicable. Information regarding this audit is specified in the FSAA's Exhibit 1 of this Contract.
- 2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year.
- 3. The Catalog of State Financial Assistance number for this program is **CSFA #16.540**. The information regarding the requirements associated with this CSFA number is available at: <https://apps.fldfs.com/fsaa/searchCatalogResults.aspx?SearchCat=1>

B. Accounting Requirements for Recipients and Subrecipients of Federal or State Financial Assistance

- 1. The recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to subrecipients, and which fully and accurately

reflect, track, and document satisfaction of all matching requirements under this Contract.

2. Where the recipient in its accounting mechanisms and records relies on reports and information from subrecipients, the Recipient shall have required and assured that such reports and information are based upon accounting mechanisms and records established and maintained by subrecipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those subrecipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.

3. Co-mingling by the Recipient or subrecipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs within the same agency. The recipient and subrecipients shall establish and maintain accounting records for funds and shall account for such funds on a basis separate and apart from other funds and activities of the recipient and subrecipients.

4. The recipient shall maintain and shall ensure that subrecipients for their activities maintain, sufficient documentation of all expenditures of funds (e.g., detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the Contract and applicable laws rules, and regulations, and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

C. Federal Financial Assistance

Contracts that are funded, in whole or in part, by federal financial assistance require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to sub-awards made by State and local governments to an organization covered by the circular and provides that:

1. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period;
2. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government; and
3. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the federal government.

**REFERENCE:
UPDATE:**

Page 9, Section VIII., M., Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes, epidemics, pandemics or officially declared emergencies. However, acts of God,

accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes, epidemics, pandemics or officially declared emergencies, do not relieve the Provider from its responsibility under this Contract, for the health, safety and welfare for the youth assigned to it by the Department.

**REFERENCE:
UPDATE:**

Pages 10-11, Section VIII., Q., Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, F.S., to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.
2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's Contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality Improvement Reviews shall be based only on current and future standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies and procedures that are in effect on the date that this Contract is fully executed upon full execution of this Contract. After execution, any changes or modifications to the terms and conditions of this Contract shall be negotiated between the Department and the Provider and documented in writing through the execution of a Contract amendment.
4. The Provider may ensure a minimum of one staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

REFERENCE:

Page 13, Section X., Attachments and Exhibits to be Included as Part of this Contract

UPDATE:

Attachment I: Services to be Provided

Attachment II: Florida Single Audit Act and FSAA's Exhibit 1

Exhibit 1: Sample Invoice¹

Exhibit 2: Florida Minority Business Enterprise (MBE) Utilization Report¹

Exhibit 3: Sample Vacancy Report²

¹Available at: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/Contracting>

²Available at: <http://www.djj.state.fl.us/partners/contract-management>

REFERENCE:

UPDATE:

Page 21, Attachment I, Section IV., Reports

- A. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the

following addresses:

Provider	Department
Dayna Haggan	Cory Hayes Lisa Leath
1300 West Broward Boulevard	2020 Capital Circle, SE Alexander Building, Suite 2406
Fort Lauderdale, Florida 33312	Tallahassee, Florida 32399-3100
Telephone: (954) 828-5284	Telephone: (850) 717-2830 Telephone: (850) 717-2395
Fax: 954-828-6001	Fax: (850) 922-0132
E-mail: dhaggan@fortlauderdale.gov Email: dbhaggan@fortlauderdale.gov	Email: Cory.Hayes@dj.state.fl.us Email: Lisa.Leath@dj.state.fl.us

REFERENCE: Pages 21-23, Attachment I, Section IV., B., Contract Manager Contact Information Changes

ADD: 13. Monthly Revenue and Costs Report
The Provider shall submit a detailed Monthly Revenue and Costs Report of all revenues and costs of Department Contract funds, which shall be submitted within thirty (30) calendar days following the end of the month in which services were rendered. The Report shall include a detailed listing of revenues and costs by category (e.g. salary, travel, expenses, revenue, etc.). The Report shall include but not be limited to payee names, dates, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Costs Report shall also include staff name, position title, and percentage of time charged to this Contract or agree to the Staff Report that indicates the staff name, position title, and percentage of time charged to this Contract. A sample Report is provided at the following website: <http://www.dji.state.fl.us/partners/forms-library/contracts>.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
<u>Monthly Revenue and Costs Report</u>	<u>Monthly</u>	<u>Within thirty (30) calendar days following the end of the month for which services were rendered.</u>	<u>Contract Manager</u>

REFERENCE: Pages 30-34, Attachment II, Florida Single Audit Act and FSAA's Exhibit 1
ADD: This attachment and exhibit to this Contract.

This Amendment shall become effective on **September 1, 2021**, or upon full execution, whichever is later. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PROVIDER
CITY OF FORT LAUDERDALE

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: _____ SIGNED BY: _____

NAME: _____ NAME: TIMOTHY NIERMANN

TITLE: _____ TITLE: DEPUTY SECRETARY

DATE: _____ DATE: _____

VENDOR NUMBER: 59-6000319

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

ATTACHMENT II
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/links.aspx>

The administration of resources awarded by the Department of Juvenile Justice to the recipient/subrecipient may be subject to audits and/or monitoring by the Department of Juvenile Justice, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Juvenile Justice staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient/subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Juvenile Justice. In the event the Department of Juvenile Justice determines that a limited scope audit of the recipient/subrecipient is appropriate, the recipient/subrecipient agrees to comply with any additional instructions provided by Department of Juvenile Justice staff to the recipient/subrecipient regarding such audit. The recipient/subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient/subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient/subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of Juvenile Justice by this agreement. In determining the federal awards expended in its fiscal year, the recipient/subrecipient shall consider all sources of federal awards, including federal resources received from the Department of Juvenile Justice. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient/subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient/subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient/subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient/subrecipient 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 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient/subrecipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient/subrecipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient/subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient/subrecipient (for fiscal years ending June 30, 2017, or thereafter), the recipient/subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Juvenile Justice by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient/subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Juvenile Justice, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient/subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient/subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's/subrecipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

Pursuant to paragraph 215.97(8)(n), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient/subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to each of the following:
 - a. The Department of Juvenile Justice at each of the following addresses:
Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient/subrecipient **directly** to:

The Department of Juvenile Justice at each of the following addresses:

Inspector General
2737 Centerview Drive
Knight Building, Suite 3400
Tallahassee, FL 32399-3100

4. Any reports, management letters, or other information required to be submitted to the Department of Juvenile Justice pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients/subrecipients, when submitting financial reporting packages to the Department of Juvenile Justice for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient/subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of Juvenile Justice, or its designee, the CFO, or Auditor General access to such records upon request. The recipient/subrecipient shall ensure that audit working papers are made available to the Department of Juvenile Justice, or its designee, the CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of Juvenile Justice.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

FSAA EXHIBIT 1

Federal Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

Department of Justice, Juvenile Justice and Delinquency Prevention Allocation to States, CFDA # 16.540. The amount of the Agreement is , \$447,100.00.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the recipient/subrecipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

N/A

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient/subrecipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient/subrecipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referenced.

State Resources Awarded to the Recipient/Subrecipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: If the resources awarded to the recipient/subrecipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

N/A

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient/subrecipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of Juvenile Justice for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient/subrecipient.

Department of Juvenile Justice
Contract #10637
Third Contract Amendment

Dean J. Trantalis
Mayor

Date

[Municipal Seal]

ATTEST:

Jeffrey A. Modarelli
City Clerk

Date

Christopher J. Lagerbloom, ICMA-CM
City Manager

Date

Approved as to Form:

Bradley H. Weissman
Assistant City Attorney/ Police Legal Advisor

Date