

**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 Invoice<sup>1</sup>  
Exhibit 2: Florida Minority Business Enterprise (MBE) Utilization Report<sup>1</sup>  
Exhibit 3: Sample Vacancy Report<sup>2</sup>

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

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

**REFERENCE:**

**Page 21, Attachment I, Section IV., Reports**

**UPDATE:**

- 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 Bhaggan	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@dji.state.fl.us Email: Lisa.Leath@dji.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** **STATE OF FLORIDA**  
**CITY OF FORT LAUDERDALE** **DEPARTMENT OF JUVENILE JUSTICE**  
**SIGNED BY:** SEE ATTACHED SIGNATURE PAGE **SIGNED BY:** \_\_\_\_\_

**NAME:** Christopher J. Lagerbloom, ICMA-CM      **NAME:** TIMOTHY NIERMANN  
**TITLE:** City Manager      **TITLE:** DEPUTY SECRETARY  
**DATE:** \_\_\_\_\_      **DATE:** \_\_\_\_\_  
**VENDOR NUMBER:** 59-6000319

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

**Department of Juvenile Justice**  
**Contract #10637**  
**Second Contract Amendment**



Dean J. Trantalis  
Mayor

6/15/21

Date

**[Municipal Seal]**

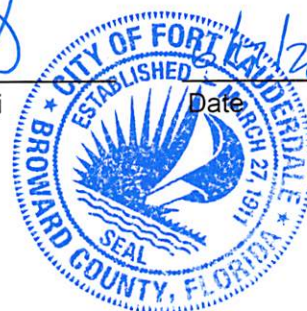
ATTEST:

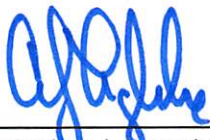


Jeffrey A. Modarelli  
City Clerk

6/15/2021

Date



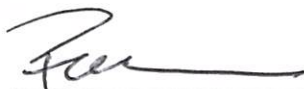


Christopher J. Lagerbloom, ICMA-CM  
City Manager

06172021

Date

Approved as to Form:



Bradley H. Weissman  
Assistant City Attorney/ Police Legal Advisor

6/7/21

Date



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

IL 6/17/2021

Today's Date: 06/08/2021

DOCUMENT TITLE: Motion Accepting Florida Department of Juvenile Justice Grant Extension (FY2021/2022) - \$27,777 (Commission Districts 1, 2, 3, and 4)

COMM. MTG. DATE: 06/08/2021 CAM #: 21-0488 ITEM #: CM-7 CAM attached:  YES  NO

Routing Origin: Office of the Chief Router Name/Ext: Dayna Bhaggan/ x 5284

Action Summary attached:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED:  YES  NO

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1  
2 part

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: \_\_\_\_\_  
Bradley H. Weissman [Signature]  
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 6/9/2021

3) City Manager's Office: CMO LOG #: Jun 22 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM  ROBERT HERNANDEZ   
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE  N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to  Mayor  CCO Date: \_\_\_\_\_

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Forward 1 -> 2 part originals to CAO for FINAL APPROVAL Date: 6/17/2021

6) CAO forwards \_\_\_ originals to CCO

7) City Clerk: Scan original and forwards ALL originals to: Dayna Bhaggan/Police/x5284 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to CAO/Dept.