

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Budget Amendment Request – Department of Juvenile Justice’s Contract for services at its Juvenile Assessment Center

DEPARTMENT: Sheriff’s Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date <u>5/25/04</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the Budget Amendment Request .

BACKGROUND:

The Florida Department of Juvenile Justice has provided funds for the Sheriff’s Office to provide Juvenile Assessment Center Services. The monthly amount of funds received is \$17,250, for a yearly amount of \$207,000. This BAR deals with the three-month period from July 1, 2004 – September 30, 2004. The funding related to the period from October 1, 2004 – June 30, 2005 is in the Sheriff’s Office yearly budget submission. No new positions are included in this grant.

Reviewed by:
Co Atty: _____
DFS: <u>[Signature]</u>
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CSHO02</u>

MEMORANDUM: OFFICE OF THE SHERIFF 1703-04-048

TO: Kevin Grace, County Manager

FROM: Penny J. Fleming, Chief, Administrative Services P J F

DATE: May 4, 2004

SUBJECT: Department of Juvenile Justice
Juvenile Assessment Center

The Seminole County Sheriff's Office has received confirmation for the continuation of its contract with the Department of Juvenile Justice to provide Juvenile Assessment Center services. The contract runs through June 2005 and pays a monthly amount of \$17,250. The Seminole County Sheriff's Office is requesting the Board of County Commissioners approval for the Chairman to sign the Budget Amendment Request and to process the corresponding adjustments to the Sheriff's Office budget. The adjustment is \$51,750.00 and represents the 3 monthly amounts to be received from 7/1/04-9/30/04. The portion of the contract covering the 9-month period of 10/1/04-6/30/05 will be included in the Sheriff's Office FY 2004/2005 budget submittal. The program does not include any new positions.

A portion of the contract is attached.

It is respectfully requested that this item be placed on the agenda for the Board of County Commissioners meeting on Tuesday, May 25, 2004.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 665-6617 or Rob Forlini at 665-6536.

C: Lisa Spriggs
Director of Fiscal Services

2004-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Fund: General Fund
Fund #: 00100 FY 03/04

DFS Recommendation	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Disapproved	
B. Newton <i>BN</i>	5/14/04
Analyst	Date
Director	Date

DETAIL: Continuation of the contract with the Florida Department of Juvenile Justice to provide funds (\$51,750) for Juvenile Assessment Center Services.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein to reflect "a receipt of a nature from a source not anticipated in the budget and received for a particular purpose" and an appropriation relating to such receipt.

Revenues:

Account Number	Account Title	Amount
00100-334221	Sheriff - State Grants	\$51,750
Total Revenues		\$51,750

Expenditures:

Account Number	Account Title	Amount
013001-590963.2	Sheriff - Personnel Services	\$51,750
013001-590963.3	Sheriff - Operating	0.00
013001-590963.5	Sheriff - Capital Outlay	0.00
Total Expenditures		\$51,750

BUDGET AMENDMENT RESOLUTION

This Resolution, 2004-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Daryl McLain
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND THE
SEMINOLE COUNTY SHERIFF'S OFFICE

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, whose address is 2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** ("Department") and the **SEMINOLE COUNTY SHERIFF'S OFFICE ("Provider"), whose address is 100 Bush Boulevard, Sanford, Florida 32773**, to provide management, coordination, and operation of a Juvenile Assessment Center (JAC), located in Seminole County.

In consideration of the mutual benefits to be derived herefrom, the Department and Provider do hereby agree as follows:

1. The Department does hereby retain the Provider to provide Juvenile Assessment Center (JAC) services, as defined herein, and the Provider does hereby agree to perform such services pursuant to the terms and conditions set forth in this Contract, Attachment 1 (Scope of Services) and all attachments and exhibits named herein which are attached hereto and incorporated by reference. Any reference to "Contract" within this document means this Contract document, Scope of Services and any attachments and exhibits. Any reference to specific Department manuals, policies or procedures within this document shall include the current documents and any revisions done while this Contract is in force.

This Contract is exempt from the competitive solicitation requirement as authorized pursuant to Section 287.057(5)(f)(13), Florida Statutes.

2. The Provider shall perform the services in a proper and satisfactory manner as determined by the Department. The Provider shall supply any and all equipment, products or materials necessary to perform this Contract, unless otherwise specified herein.
3. The Provider shall perform as an independent contractor and not as an agent, representative or employee of the Department.
4. **Compensation**
 - a. The Department will pay the Provider on a fixed-price basis in the amount of seventeen thousand, two hundred fifty dollars (\$17,250.00) monthly, times twenty-four (24) months, upon receipt of a properly itemized invoice and pursuant to subsections (b) through (h) below.
 - b. Total compensation under this Contract shall not exceed four hundred fourteen thousand dollars (\$414,000.00).
 - c. As consideration for the services rendered by the Provider under this Contract, the Department will pay the Provider on a monthly basis in arrears. Each invoice submitted must be itemized in accordance with the above described costs/fees, and be in detail sufficient for a proper pre-audit and post audit thereof, pursuant to Section 287.058(1)(a), Florida Statutes. The Provider shall not receive payment for services rendered prior to the execution date of this Contract.
 - d. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from

the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices that have to be returned to a Provider for correction(s) will result in a delay in the payment.

- e. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the agency or judicial branch shall pay to the Provider, in addition to the amount of the invoice, interest at a rate established pursuant to Section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of such forty (40) day period until such time as the warrant is issued to the Provider. Such interest shall be added to the invoice at the time of submission to the Comptroller for payment whenever possible. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized.
- f. The Provider shall submit the final invoice for payment to the Department no more than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department furnished property.
- g. Travel and per diem expenses for this Contract are included in the total cost of the services agreed to and additional travel expenses will not be authorized. Therefore, the requirements of Section 112.061, Florida Statutes, do not apply to this Contract.
- h. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a Vendor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (800) 848-3792.

5. Contract Term and Renewal

- a. This Contract shall begin on July 1, 2003 or upon execution by both parties (whichever is later) and end at midnight on June 30, 2005, inclusive. The Provider shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract.
- b. This Contract may be renewed once, upon the same terms and conditions contained herein, for a period of two (2) years, after the original Contract term. Exercise of the renewal option is at the Department's sole discretion and shall be contingent upon satisfactory performance evaluations by the Department, availability of funds, and other factors deemed relevant by the Department.

6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

- 7. a. The Department may reduce the amount of any payment after: (1) determining the Provider's failure to perform the services required by the Contract; (2) preparing written findings substantiating the Provider's failure to perform; and (3) notifying the Provider of the proposed reduction of the payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.
- b. Supplemental Expenditure: The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure that the Provider failed to have made under the Contract, to assure all contracted services will remain available if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in

duration of the Contract. The Provider further agrees to include this provision in all subcontracts issued as a result of this Contract.

ATTACHMENT 2
PAID (USE OF FUNDS RECEIVED)

- 31. This Contract, which includes Attachment 1 (Scope of Services), and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

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

SEMINOLE COUNTY SHERIFF'S OFFICE

SIGNED BY: [Signature]

NAME: DONALD F. ESLINGER

TITLE: SHERIFF

DATE: 4/11/03

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: [Signature]

NAME: FRANCISCO J. ALARCON

TITLE: DEPUTY SECRETARY

DATE: 4-21-03

VENDOR NUMBER: F 59-6000860-023

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES.