

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020432

1. REQUESTED MOTION:

ACTION REQUESTED: To approve a grant agreement with the Justice administrative Commission (JAC0 and Lee County in the amount of \$90,419.56 for a Grant-In Aid Agreement for Child Dependency. *DR*

WHY ACTION IS NECESSARY: Board approval is required for all Agreements.

WHAT ACTION ACCOMPLISHES: Provides Grant funding to reimburse Lee County for funds previously budgeted and expended through Court Administration for Child Dependency.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

CIA

3. MEETING DATE:

05-21-2002

4. AGENDA:

- CONSENT ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE 3.17
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT COUNTY ADMIN BUDGET SERVICES

BY: Antonio Majul

7. BACKGROUND: The State of Florida, Justice Administrative Commission is providing funds through a Grant-In-Aid Agreement to pay for expenditures made by county governments to pay for costs incurred for Dependency Counsel in accordance with 30.013(11)F.S.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					OA	OM	Risk	GC
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED

RECEIVED BY
COUNTY ADMIN.
4-23-02
2pm
COUNTY ATTORNEY
FORWARDED TO:
4/26/02
8:25am

RECVD. *4/23/02*
by CO. ATTY.
8:31am
CO. ATTY.
FORWARDED TO:
[Signature]
4/23/02 1:30 PM



RECEIVED

APR 08 02
09

BOB JAMES

TWENTIETH JUDICIAL CIRCUIT OF FLORIDA

ADMINISTRATIVE OFFICE OF THE COURTS
LEE COUNTY JUSTICE CENTER COMPLEX
1700 MONROE STREET
FORT MYERS, FLORIDA 33901
TEL. (941) 335-2299
SUNCOM 726-2299
FAX (941) 335-2387

WILLIAM L. BLACKWELL
CHIEF JUDGE

WILLIAM D. WILKINSON
COURT ADMINISTRATOR

April 8, 2002

Hon. Bob Janes, Chairman
Lee County Board of County Commissioners
County Courthouse, District 1
PO Box 398
Ft. Myers, Florida 33902-0398

Dear Commissioner Janes,

Enclosed is a letter with attachments received by Mr. W. D. Wilkinson, Court Administrator, Twentieth Judicial Circuit. The letter is self explanatory. As you will see the Judicial Administrative Commission has asked our office to act as liaison for Chief Judge William L. Blackwell (Grant Manager) and the Board of County Commissioners (Grantee.)

I am asking that you

- review the attached *Grant-In-Aid Agreement for Child Dependency for Lee County, Florida*
- sign as Grantee on page three of the agreement
- return the signed agreement to me as soon as possible

I will then obtain Chief Judge Blackwell's signature and return the agreement to the JAC with a copy to you. If you have any questions please call me at 941.335.2376 or email me at eflannery@ca.cjis20.org

Sincerely,

Ed Flannery
Administrative Office of the Courts
Court Program Manager

Enclosures

**GRANT-IN-AID AGREEMENT FOR CHILD DEPENDENCY
for Lee County, Florida**

This Agreement is made between the Justice Administrative Commission (the "JAC"), and the Lee Board of County Commissioners (the "Grantee") on behalf of the Twentieth Judicial Circuit (the "Circuit") as Grant Manager. The parties agree that:

- A. The JAC will pay the Grantee for expenditures made by the County Government in an amount not to exceed \$90,419.56 for the period beginning July 1, 2001 and ending June 30, 2002.
 1. Payments will be disbursed quarterly upon receipt of properly completed reports noted in B(1) below.

- B. The Grantee will use grant monies provided under this Agreement to assist in the payment of costs incurred for Dependency Counsel in accordance with 39.013(11), F.S.
 1. The Grantee will submit quarterly Dependency Court Representation Reports to the JAC no later than the 25th of the next month following the end of the quarter.
 2. The Grantee will not use grant funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

- C. The Grantee, as a "Recipient" of state funds, will comply with the Florida Single Audit Act, section 215.97, Florida Statutes, as follows:
 1. In the event that the Recipient expends a total amount of State awards equal to or in excess of \$300,000 in the Recipient's fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes, and applicable rules of the Executive Office of the Governor, the Comptroller and the Auditor General. Applicable rules of the Executive Office of the Governor, the Auditor General, and Comptroller, and other information pertaining to the Florida Single Audit Act can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>.
 2. The Catalog of State Financial Assistance (CSFA) establishes that state funds were awarded to the Recipient through the Justice Administrative Commission. The CSFA number for this grant is 21.001. Information from the CSFA can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>.
 3. In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Justice Administrative Commission, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

4. The Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement can be found at <http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>. Compliance includes submission of a reporting package as defined by section 215.97(2)(d), Florida Statutes.
5. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97 is not required. Audit costs may not be charged to state projects when the Recipient expends less than \$300,000 in State awards.
6. Unless prohibited by law, the cost of an audit required by section 215.97 is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Recipient as a result of the audit requirements of section 215.97 in relation to other audit requirements. The Recipient should allocate the incremental costs to all state projects for which it expended state financial assistance.
7. The Recipient shall submit copies of reporting packages required by section 215.97 to each of the following:
 - a. The Justice Administrative Commission at the following address:
Attn: Roy Neel, Accounting Director
P.O. Box 1654
Tallahassee, FL 32302
 - b. The Auditor General at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450
8. The Recipient shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of 4 years from the date the audit report is issued, and shall allow the JAC access to such records upon request. The Recipient shall ensure that audit working papers are made available to the JAC upon request for a period of 4 years from the date the audit report is issued, unless extended in writing by the JAC.
9. Pursuant to section 215.97, the JAC, the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Recipient under this Agreement.

D. This Agreement is subject to the following terms and conditions:

1. The JAC's obligation to pay the Grantee is contingent upon the availability of state funds lawfully appropriated for the purposes stated in Paragraphs A & B.
2. The Grantee will maintain all records made or received in conjunction with this Agreement in accordance with Rule 2.051, Florida Rules of Judicial Administration.
3. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Grantee and Grant Manager will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
4. If, in the judgment of the JAC, the Grantee for any reason fails to comply with the terms of this Agreement, the JAC will have the right to terminate the Agreement on 30 days written notice by certified mail. In the event of termination, the Grantee will return to the JAC all grant funds, except those expended in compliance with this Agreement, for reversion to the Grants and Donations Trust Fund unallocated.

This three page Agreement constitutes the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on the date of execution and will terminate on June 30, 2002.

STATE OF FLORIDA
JUSTICE ADMINISTRATIVE COMMISSION

GRANTEE
BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

Signed by:



Name: E. Frank Farrell
Title: Executive Director,
Justice Administrative Commission
Date: 4-3-02

Signed by:

Name: _____
Title: _____
Date: _____

GRANT MANAGER
TWENTIETH JUDICIAL CIRCUIT

Signed by:

Name: _____
Title: Chief Judge, Twentieth Judicial Circuit
Date: _____