

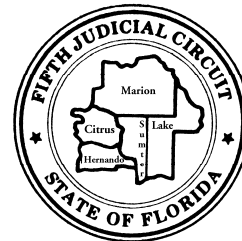


# STATE OF FLORIDA

## FIFTH JUDICIAL CIRCUIT

### ADMINISTRATIVE OFFICE OF THE COURTS

CITRUS, HERNANDO, LAKE, MARION, AND SUMTER COUNTIES



**Daniel B. Merritt, Jr.**  
Chief Judge

**Jeffery K. Fuller**  
Trial Court Administrator

**Date:** July 2, 2025

### FIFTH JUDICIAL CIRCUIT COURT ADMINISTRATION – AGENDA ITEM MARION COUNTY COMMISSION

**SUBJECT:** Request Approval

**INITIATOR:** Jeffery K. Fuller, Trial Court Administrator

**DEPARTMENT:** Court Administration

**DESCRIPTION/BACKGROUND:** Request approval to amend the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Post Adjudication Expansion Drug Court (25-26-02). The current agreement was entered into on June 3<sup>rd</sup> and the amendment is to correct some errors. Namely, the numbering was incorrect, the max cap amount was updated and the removal of the “including taxes/expenses” line under the salary header.

**BUDGET IMPACT:** None.

**RECOMMENDED ACTION:** Approval to sign page 2 of the amendment.

<input type="checkbox"/> Citrus County Courthouse 110 N. Apopka Avenue I Inverness, FL 34450 (352) 341-6700 (352) 341-7008 FAX	<input type="checkbox"/> Hernando County Courthouse 20 N. Main Street Brooksville Brooksville, FL 34601 (352) 754-4402 (352) 754-4235 FAX	<input type="checkbox"/> Lake County Courthouse P.O. 7800/550 W. Main Street Tavares, FL 32778 (352) 253-1604 (352) 253-1630 FAX	<input type="checkbox"/> Marion County Judicial Center 110 N.W. First Avenue Ocala Ocala, FL 34475 (352) 401-6701 (352) 401-7883 FAX	<input type="checkbox"/> Sumter County Courthouse 215 E. McCollum Avenue Bushnell, FL 33513 (352) 569-6950 (352) 569-6985 FAX
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**AMENDMENT No.: 1**

**THIS AMENDMENT** entered into between the FIFTH JUDICIAL CIRCUIT OF FLORIDA, hereafter referred to as the "Circuit/Court" and the MARION COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "Contractor/Recipient", shall amend and become part of contract/agreement 050095R.

The Parties entered into a formal contract on June 3, 2025, for the contractor to provide one full-time staff person in Marion County Drug Court Post-Adjudication Expansion Program to the Circuit/Court and to provide a means to pay for these services. It is necessary to amend Attachment B to said contract to specifically reflect the intent of the parties.

Therefore, the contract/agreement is amended as follows:

1. Attachment B to contract 050095R is replaced with the "Attachment B" attached hereto and amended to read:

*See Attachment B.*

The amendment shall begin on the date on which the Agreement is signed by the last party required to sign it, and expire with the original contract/agreement, unless altered by future amendments.

All provisions in the contract/agreement and any attachment thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract/agreement/agreement.

This amendment is hereby made a part of Agreement # 050095R.

**THIS AREA INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officials herein.

<BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY FLORIDA>

FIFTH JUDICIAL CIRCUIT OF FLORIDA

SIGNED  
BY:

NAME: Kathy Bryant  
TITLE: Chairperson of the Board of Marion  
County Commissioners

DATE:

MFMP Vendor F596000735012  
#FEIN 59-6000735012

Approved as to form and legality

County Attorney

DATE

SIGNED  
BY:

NAME: Daniel B. Merritt, Jr.  
TITLE: Chief Judge, Fifth Judicial Circuit

DATE:

Reviewed as to legal form and sufficiency by the  
Office of the General Counsel

Roy L. Wolgamuth, Esq.  
General Counsel, Fifth Judicial Circuit

July 2, 2025

## **Attachment B**

### **1. BUDGET ESTIMATES FY 2025-2026**

<b>LINE #</b>	<b>SALARIES AND BENEFITS</b>	<b>SALARY (July 1, 2025- June 30, 2026)(12 months)</b>	<b>Benefits (July 1, 2025 – June 30, 2026) (12 months)</b>	<b>ANNUAL EXPENSE</b>
1	Court Program Specialist I	\$55003.12	\$23,572.76	\$78,575.88

<b>LINE #</b>	<b>DIRECT EXPENSES</b>	<b>ANNUAL EXPENSE</b>
2	Operational Expenses (*Excess funds realized from unspent salaries and benefits due to position adjustments, savings on benefit costs or vacant positions, may be transferred to this line item and spent on direct operational expenses such as to provide training and education for multidisciplinary problem-solving court team members to gain up-to-date knowledge on best practices, and mileage reimbursement for treatment counselors and case managers.)	\$20,000
3	<b>TOTAL ALLOCATED</b>	<b>\$98,575.88</b>

4	<b>NOT TO EXCEED AGREEMENT TOTAL - July 1 2025 to June 30, 2026</b>	<b>\$98,575.88</b>
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\*Transfer of funds between line items requires the prior approval of the Contract Manager, which shall be in the form of a revised Attachment B. Attachment B may be revised by the issuance of a Contract Transmittal Letter, without the need for a formal amendment.

**Attachment C - Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the Court's Contract Manager.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D intentionally omitted**

**Attachment E**

**EXHIBIT 1**

**STATE FUNDING AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Chapter 2017-71, Laws of Florida

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Public Law 104-191 – Health Insurance Portability and Accountability Act (HIPPA)

§215.422, Florida Statutes – Payments, Warrants and Invoices, Processing Time Limits, Dispute Resolution, Agency and Judicial Branch Compliance

§215.425, Florida Statutes – Extra Compensation Claims Prohibited, Bonuses and Severance Pay

§215.985, Florida Statutes – Transparency in Government Spending

§216.052, Florida Statutes – Community Budget Requests/Appropriations

§394.4615, Florida Statutes – Confidentiality of Records in Mental Health Treatment Facilities

§415.1034, Florida Statutes – Mandatory Reporting of Abuse, Neglect or Exploitation of Vulnerable Adults

§456.063(3), Florida Statutes – Mandatory Reporting of Allegations of Provider Sexual Misconduct

Rule 2.430, Florida Rules of Judicial Administration – Retention of Records

Rule 2.440, Florida Rules of Judicial Administration – Retention of Administrative Records

## **Attachment F - COMPLIANCE MONITORING AND AUDITING**

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator to the Recipient will be subject to audits and/or monitoring by OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

### **MONITORING**

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by OSCA staff, limited scope compliance, financial or performance audits, and/or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OSCA. In the event OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

#### **PART I: STATE FUNDED AGREEMENTS**

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$750,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section B and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state funds in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

## **PART II: REPORT SUBMISSION**

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The OSCA at the following address:

Office of the State Courts Administrator  
General Services Unit  
Supreme Court Building  
500 S. Duval Street  
Tallahassee, Florida 32399-1900

B. The Contract Manager's Office at the following address:

Court Administration  
Attn: .  
Fifth Floor  
550 W Main St.  
Tavares, FL 32778

## **PART III: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by OSCA.