
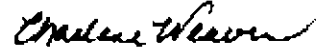



<b>Date:</b> 09/06/2012		<b>AGENDA ITEM</b>		<b>Item: 14</b>
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Budget Resolution	<input checked="" type="checkbox"/> Other	
<b>Department:</b> Court Administration <b>Division:</b> Court Administration				
<b>Subject:</b> Application for FDOT, Highway Safety Office grant for DUI Court Program grant; appropriation of grant proceeds; and amendment of Stewart-Marchman-ACT Behavioral Healthcare treatment contract.				
Mark Weinberg Director Court Administration  		Legal  John Chumley County Attorney  Approved as to Form and Legality	County Manager's Office  Charlene Weaver, CPA, CFO Deputy County Manager  	
	Phyllis Schwarz Proxy for Tammy Bong Director Management and Budget  		Approved as to Budget Requirements	
<b>Council Action:</b>				
<b>Modification:</b>				
<b>Fund Number(s):</b>	<b>Description:</b>			<b>Amount:</b>
749 Judicial Grants	DUI Grant - Federal Fund pass through to FDOT			\$66,912.00
<b>Total Item Budget: \$66,912.00</b>				
<b>Staff Contact(s):</b>		<b>Phone:</b>	<b>Ext.</b>	
Mark Weinberg		386 257 6097	16097	
Michael Jewell		386 943 7077	15155	
Paula Davey		386 626 6561	16561	
<b>Summary/Highlights:</b>				
Under the leadership of Judges Belle Schumann and David Foxman, the Volusia Misdemeanor DUI Treatment Court is off to a good start. The concept paper submitted for continued funding has been approved. This agenda item therefore requests the following actions: (1) authorization for the county to apply for a second year of funding from the Florida Department of Transportation, State Safety Office and the appropriation of awarded funds; and (2) authorization to enter into the attached Amendment No. 1, which contract amendment extends the current contract between the County and Stewart Marchman Act Behavioral Health Services to provide outpatient addictions treatment and case management services in support of the Volusia Misdemeanor DUI Treatment Court for an additional year, upon FDOT approval				

of the subgrant application. The attached Amendment No. 1 will be effective only if grant funding for the second year of the program is approved and confirmed by FDOT.

**Recommended Motion:** Approval.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SUBGRANT APPLICATION FOR HIGHWAY SAFETY FUNDS**

<i>For D.O.T Use Only</i> <b>Project Number:</b>	<b>DOT Contract Number:</b>
<b>Federal Funds Allocated:</b>	<b>Date Approved:</b>
<b>Subgrant Period:</b>	<b>Date Revised:</b>
<b>Subgrant History: (1)</b>	<b>(2)</b>
	<b>(3)</b>

**Part I: GENERAL ADMINISTRATIVE INFORMATION**

(See Instructions for Highway Safety Subgrant Applications)

1. Project Title: Volusia County DUI Court Program

2. Type of Application:  Initial  Continuation

3. Requested Subgrant Period: 10/1/2012 to 9/30/2013

4. Support Sought: \$66,912.00 Matching Share: 0 Total Budget: \$66,912.00

5. Applicant Agency (Subgrantee): Volusia County, FL 123 West Indiana Avenue DeLand, FL 32720  Telephone: <u>(386 ) 626 - 6582</u>	6. Implementing Agency: Court Administration Seventh Judicial Circuit 125 East Orange Avenue Daytona Beach, FL 32114  Telephone: <u>(386 ) 257 - 6097</u>
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7. Federal ID Number: 596000885	8. State FLAIR Number(State Agencies) 596000885
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9. Chief Financial Officer: Charlene Weaver, CPA County of Volusia 123 West Indiana Avenue, Room 300 DeLand, FL 32720  Telephone Number: <u>(386 ) 943 - 7054</u> Fax Number: <u>(386 ) 822 - 5780</u> E-Mail Address: <u>cweaver@co.volusia.fl.us</u>	10. Project Director: Michael Jewell Drug Court Manager Seventh Judicial Circuit 101 North Alabama Avenue DeLand, FL 32724  Telephone Number: <u>(386 ) 740 - 5155</u> Fax Number: <u>(386 ) 822 - 5791</u> E-Mail Address: <u>mjewell@circuit7.org</u>
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Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, **Catalog of Federal Domestic Assistance Number – 20.601**, State and Community Highway Safety Program, through the Florida Department of Transportation. The Dun and Bradstreet **Data Universal Numbering System (DUNS) Number** for the Florida Department of Transportation is **80-939-7102**. Compliance requirements applicable to the federal resources awarded pursuant to this agreement are: Activities Allowed or Unallowed, Matching, Level of Effort, Earmarking and Reporting.

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

### 1. Statement of Problem:

Volusia County in general and Daytona Beach in particular have built reputations as popular vacation destinations. As often happens in such locales, incidents of driving under the influence occur at a higher than average rate. The number of individuals convicted of DUI in Volusia County Court has increased each of the last three years. According to the Department of Highway Safety and Motor Vehicles, Volusia County experienced a 28% increase in DUI convictions from 2006 to 2007. In 2006, there were 1,139 DUI convictions, and in 2007, that number increased to 1,467. The conviction rate for 2008 numbered 1,591, an increase of 7% over 2007 levels. The number of DUI convictions in 2008 was 40% greater than the number of convictions for 2006. That equates to nearly one conviction for every 250 residents over age 18 in Volusia County in 2008.

Even as the penalties for DUI grow more severe each year, the number of DUI convictions in our county continues to rise. Increased punishment alone seems to be an insufficient deterrent. At the same time, funding for alcohol and drug treatment for persons convicted of misdemeanor offenses is decreasing. Repeat DUI offenders pose a particular concern that remains largely unaddressed. The final report from the Criminal Justice Associations Leadership Meeting in November 1996, on page 25, states: "According to NHTSA's Fatality Analysis Reporting System (FARS), there is a positive, direct correlation between high BACs and repeat offenders. Drivers with BACs of .08 g/dL or higher involved in fatal crashes were 9 times more likely to have a prior conviction for driving while impaired than were drivers with no alcohol (NHTSA, 2006a). In addition, a 1994 study published in the New England Journal of Medicine concluded that each DWI arrest increases the likelihood of future death in an alcohol-related crash (Brewer, 1994)."

Twenty years ago Florida created the first Drug Court to target the underlying causes of drug related criminal behavior: addiction and abuse. The proven success of the Drug Court model is well established. DUI Courts that borrow from the Drug Court model to target DUI offenders have also proven to be successful in combating this societal problem and threat to public safety.

### 2. Proposed Solution:

Implementation of a DUI Court in Daytona Beach, Volusia County, FL will help reduce impaired driving among those individuals who participate in the program by employing the strategies discussed in the publication: The Ten Guiding Principles of DWI Courts as compiled by the National Drug Court Institute. Under the leadership of the Honorable Belle B. Schumann, a local Task Force has met and designed a program that address the problems articulated above. This Task Force includes representatives from the Court Administrator's Office, State Attorney's Office, Public Defender's Office, private defense bar, MADD, probation providers, treatment providers, law enforcement and jail personnel. This Task Force has unanimously agreed to support the proposed DUI Court.

Using the well-recognized National Drug Court Institute principles as a guide, a synopsis of the proposed solution, should funding for the project become available, is as follows:

1. Determine the Population – The target population for this program includes chronic or severe abusers of alcohol and other drugs, primarily second and third DUI offenders or first offenders with a very high BAL or young in age.
2. Perform a Clinical Assessment – Entrance into the program will be contingent upon the results of a clinical screening /assessment completed by qualified treatment counselors.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

3. Develop the Treatment Plan – Individualized treatment plans will be developed for every participant by experienced treatment professionals; therefore, treatment practices demonstrated to be effective with this population by research such as cognitive behavioral therapies will be used. The Task Force has developed a phase requirement structure under which treatment plans will be developed.

4. Supervise the Offender – Participants in the program will be supervised through weekly court appearances before the Judge, meetings with the Program Coordinator/Probation Officer and other members of the DUI Court Team and through frequent, random alcohol and other drug screens.

5. Forge Agency, Organization and Community Partnerships – Partnerships in the community are being forged through the efforts of the local Task Force and by relying on the established organizational structure of the many successful drug court programs in the Seventh Judicial Circuit. Additional alliances specific to this DUI Court with entities such as Mothers Against Drunk Driving and the Sunshine Safety Council are being developed.

6. Judicial Leadership – Development of this program has taken root and is flourishing under the leadership of the Honorable Belle B. Schumann.

7. Develop Case Management Strategies – The roles and responsibilities of each team member to include case management functions have been spelled out in a roles and responsibilities document.

8. Address Transportation Issues – Although transportation issues among participants will likely be a constant issue to address, strategies to use bicycles and bus transportation are now being developed by Task Force members.

9. Evaluate the Program – Program evaluation will employ the use of judicial oversight, automated case management systems, existing court administration staff and periodic program review via the establishment of an interdisciplinary Steering Committee. The Seventh Judicial Circuit Court Administration has developed expertise in launching and operating multiple drug court programs since 1997.

10. Ensure a Sustainable Program – A sustainability strategy for this program is being developed. It is anticipated that ongoing funding to sustain the program will be provided by the collection of participant fees, adjusting existing fine structures and keeping stakeholders informed concerning the program's development to include sharing program evaluation results.

### 3. Objectives:

The program will strive to meet or exceed the following seven project objectives:

1. The program will serve up to 25 active participants at a time.
2. 90% of the program participants will not be arrested for a new DUI offense during program participation.
3. 80% of the program graduates will not be arrested for a new DUI offense within three years of completing the program.
4. 75% of the program participants will be retained in treatment services for more than ninety days.
5. 70% of the program graduates will not recidivate within three years of successfully completing the program.
6. Program graduates will be screened for use of alcohol and other drugs at an average of at least 50 times.
7. Program graduates will average in excess of 100 consecutive clean days on the day they graduate.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

4. Evaluation:

The DUI Court in Daytona Beach will measure its success by: the number of offenders who willingly enter the program; the number of offenders who complete the program; the number of participants arrested for a new DUI offense; the number of graduates arrested for a new DUI offense, the number of participants retained in treatment beyond ninety days, the number of graduates that recidivate; the number of alcohol and other drug screens conducted with each participant; and the number of consecutive clean days averaged among graduates.

Program evaluation will employ the use of judicial oversight, automated case management systems, existing court administration staff and periodic program review via the establishment of an interdisciplinary Steering Committee. The Seventh Judicial Circuit Court Administration has developed expertise in launching and operating multiple drug court programs since 1997.

5. Milestones: See form provided.



### Part III: PROJECT DETAIL BUDGET

Project Title: Volusia County DUI Court Program

Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Each budget category subtotal listed below cannot be exceeded. All individual line item costs are estimates, and the State Safety Office may approve monetary shifts between line items, not to exceed the subtotal of each budget category.

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
B. Contractual Services				
Outpatient Substance Abuse Treatment Services	\$54,912	\$54,912	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	<b>\$54,912</b>	<b>\$54,912</b>	<b>\$ 0</b>	<b>\$ 0</b>
C. Expenses				
Drug Screening expenses	\$12,000	\$12,000	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
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	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
	\$ 0	\$0	\$0	\$0
Subtotal	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$ 0</b>	<b>\$ 0</b>

Budget Modification Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



### BUDGET NARRATIVE

Project Title: Volusia County DUI Court Program

Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

A. Personnel Services: None

B. Contracted Services:

\$54,912 Outpatient Substance Abuse Treatment Services - This amount is intended to fund one full time substance abuse treatment clinician for one year at a rate of \$26.40 per hour.

Total for Contracted Services: \$54,912

C. Expenses:

\$12,000 Alcohol and other drug screening expenses to include screening conducted by the Court Administration operated lab, lab confirmations, onsite screening kits to detect the use of alcohol and other drugs, sterile collection cups, disposable gloves, thermometers, drug screening reagents, portable alcohol breathalyzers, portable alcohol breathalyzer mouthpieces and postage/shipping costs associated with the purchase of these items.

Total for Expenses: \$12,000

D. Operating Capital Outlay: None

E. Indirect Cost: None

Total Cost of Project: \$66,912

Budget Modification Number: \_\_\_\_\_

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

### Part IV: REPORTS

**Quarterly Progress Report Narrative for the \_\_\_\_\_ quarter.**

Project Title: Volusia County DUI Court Program

Project Number: \_\_\_\_\_

Implementing Agency: Seventh Judicial Circuit Court Administration

Project Director: Michael Jewell, Drug Court Manager, Seventh Judicial Circuit Court Administration

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

## QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

for the \_\_\_\_\_ quarter.

Project Title: <u>Volusia County DUI Court Program</u>						
Project Number: _____						
Implementing Agency: <u>Seventh Judicial Circuit Court Administration</u>						
Project Director: <u>Michael Jewell, Drug Court Manager, Seventh Judicial Circuit Court Administration</u>						
Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Persons evaluated for participation in DUI Court	0		0			0
Persons participating in DUI Court	0		0			0
Persons in treatment for 90+ days	0		0			0
Number of screens for alcohol and other drugs	0		0			0
Participants that have achieved 100 "clean days" per screens for alcohol and other drugs	0		0			0
Number of participants re-arrested for alcohol / drug offenses	0		0			0
Number of home visits conducted	0		0			0
			0			0
			0			0

## Final Narrative Report

Project Title: Volusia County DUI Court Program

Project Number: \_\_\_\_\_

Implementing Agency: Seventh Judicial Circuit Court Administration

Project Director: Michael Jewell

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

## Part V: Acceptance and Agreement

**Conditions of Agreement.** Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

**1. Reports.** The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.

**2. Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; 2 C.F.R. 225 (OMB Circular A-87), **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, hereby incorporated by reference, (hereinafter referred to as Applicable Federal Law).

**3. Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.

**(a) Section 287.133 (2)(a), F.S.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**(b) Section 287.134 (2)(a), F.S.**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**4. Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All contractual service agreements shall include as a minimum the following information:

Beginning and end dates of the agreement (not to exceed the grant period);  
Total contract amount;  
Scope of work/Services to be provided;  
Budget/Cost Analysis; and  
Method of compensation/Payment Schedule.

All contractual service agreements shall contain the following statement:

The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement of Project #** (insert project number), DOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

All invoices for contractual services shall contain the following certification statement and must be signed by the contractor:

All costs are true and valid costs incurred in accordance with the agreement.

**5. Allowable Costs.** The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

**6. Travel.** Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, hereby incorporated by reference, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$150 per day that are to be reimbursed. Rates exceeding \$150 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$150.

**7. Written Approval of Changes.** The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

- (a) Changes in project activities, milestones, or performance indicators set forth in the approved application.
- (b) Changes in budget items and amounts set forth in the approved application.
- (c) Changes to personnel in positions that are being reimbursed by this agreement.

Changes to the subgrant agreement shall be in the form of a written request signed by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied. Delegations of signature authority will not be accepted for modification requests.

**8. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, hereby incorporated by reference, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing

agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently \$25,000).

**9. Commencement of Projects.** If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

#### **10. Excusable Delays.**

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

**11. Obligation of Subgrant Funds.** Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

**12. Performance.** In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**13. Access to Records and Monitoring.** The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), and the Chief Financial Officer and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, hereby incorporated by reference, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB

Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

**14. Audit.** The administration of resources awarded by the Department to the subgrantee may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: [www.fsa.state.fl.us](http://www.fsa.state.fl.us).

Recipients of federal funds (i.e. state, or local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

In the event that the subgrantee expends \$500,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

- (a) Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10 Street  
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the subgrantee shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the subgrantee's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the subgrantee shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued to the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450

**15. Retention of Records.** The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The subgrantee shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

**16. Procedures for Reimbursement.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Personnel costs reimbursement shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

All requests for reimbursement shall be signed by an Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency, or their delegate.

A final financial request for reimbursement shall be postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not postmarked by October 31 following the end of the subgrant period.

The Safety Office has a 30-day review process of financial reimbursement requests from the date of receipt. Reimbursement requests will be returned if not completed properly.

**17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110, hereby incorporated by reference.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

**18. Property Accountability.** The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110, incorporated herein by reference. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

**19. Disputes.** Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

**20. Conferences, Inspection of Work.** Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**21. Publication and Printing of Observational Surveys and Other Reports.**

- (a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
- (b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
  - (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

**22. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, incorporated herein by reference.

**23. Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

**24. Disadvantaged Business Enterprises (DBE).**

- (a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, incorporated herein by reference. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

**25. Restrictions on Lobbying.** The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, **New Restrictions on Lobbying**, herein incorporated by reference, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

**26. How Agreement is Affected by Provisions Being Held Invalid.** If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**27. Federal Requirement for Public Service Announcements.** All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

**28. Public Awareness Materials and Promotional Items.** All public awareness materials and promotional items reimbursed with subgrant funds shall contain a traffic safety message. Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation." shall appear on all items.

The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds.

Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

**29. Term of Agreement.** Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

**30. Clean Air Act and Federal Water Pollution Control Act.** For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et

seq.), herein incorporated by reference. The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

**31. Personnel Hired Under Agreement.** The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

Personnel hired under the grant shall not hold the position of Project Director.

The State Safety Office reserves the right to require activity reports to demonstrate that personnel hired under the agreement or equipment purchased with grant funds meet the requirements as specified by the subgrant.

**32. Repossession of Equipment.** Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

**33. Replacement or Repair of Equipment.** The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse.

**34. Ineligibility for Future Funding.** The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

**35. Safety Belt Policy.** Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant application.

**36. Safety Belt Enforcement.** All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

Law enforcement agencies receiving subgrant funds shall participate in the safety belt enforcement waves conducted in Florida and shall report their participation on the appropriate form by the deadline. Failure to participate shall result in the subgrant being terminated.

**37. Certification for Equipment Costing More than \$1,000 per Item.** The head of any implementing agency purchasing equipment costing more than \$1,000 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment that is damaged, stolen, or lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

**38. Checkpoint Reporting.** Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the **After Action Report** for each checkpoint operation conducted during a quarter to its **Quarterly Progress Report of Performance Indicators**.

**39. Child Safety Seats.** Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

**40. Buy America Act.** The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act (23 U.S.C. 313 et seq) herein incorporated by reference. The subgrantee shall include the Buy America provisions in all subcontract awards.

**41. Special Conditions.**

**PROJECT NUMBER:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<p><i>(For DOT Use Only)</i></p> <p><b>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Attest: _____</p> <hr/> <p><b>FEDERAL FUNDS ALLOCATED</b></p> <p>_____</p> <hr/> <p>Reviewed for the Department of Transportation:</p> <p>By: _____ <i>Attorney - DOT</i></p> <p>Date: _____</p>	<p><b>SUBGRANTEE</b></p> <p style="text-align: center;">Volusia County FL _____ <i>Name of Applicant Typed</i></p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p style="text-align: center;">Frank T. Bruno Jr. _____ <i>Authorized Representative's Name Typed</i></p> <p>Title: <u>County Chair, Volusia County Council</u></p> <p>Date: _____</p> <p>Attest: _____ <i>Signature of Witness</i></p> <hr/> <p><b>ADMINISTRATOR OF IMPLEMENTING AGENCY</b></p> <p>By: _____ <i>Signature of Administrator</i></p> <p style="text-align: center;">Mark Weinberg _____ <i>Administrator's Name Typed</i></p> <p>Title: <u>Trial Court Administrator, Seventh Judicial Circuit</u></p>
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**NOTE: No whiteout or erasures accepted on this signature page.**

RESOLUTION NO. 2012-

RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2011-12 BUDGET, CHANGING THE ESTIMATED TOTAL REVENUES, SURPLUS AND EXPENDITURES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, changes in anticipated revenues and expenditures of the County of Volusia necessitates a revision of the appropriations for Fiscal Year 2011-12

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County of Volusia, Florida, in open meeting duly assembled in the Thomas C. Kelly Administration Center, DeLand, Florida, this 6th day of September A.D. 2012, as follows:

SECTION I: Revising the following funds as specified herein:

ACCOUNTS TO BE ADJUSTED

749 DOT Fund, Volusia County DUI Court Program

<b>Revenues:</b>			
749-305-1011-3146		State of Florida Department of Transportation Grant	\$ 66,912
		<b>Total DOT Fund (749)</b>	<u><u>66,912</u></u>
<b>Expenditures:</b>			
	<b>Appropriation Unit</b>		
749-305-1011-3400		Contractual Services	\$ 66,912
		<b>Total DOT Fund (749)</b>	<u><u>66,912</u></u>

SECTION II: All appropriations provided for herein shall remain in effect until the purposes for which they were made have been accomplished or abandoned. The purpose of any appropriation shall be deemed abandoned if three years pass without any disbursement or encumbrance of the appropriation unless reappropriated by County Council

SECTION III. This resolution shall take effect immediately upon its adoption. DONE, ORDERED, AND ADOPTED IN OPEN MEETING.

COUNTY COUNCIL  
VOLUSIA COUNTY, FLORIDA

BY:  
FRANK T. BRUNO, JR.  
County Chair

ATTEST:

\_\_\_\_\_  
JAMES T. DINNEEN  
County Manager

**AMENDMENT NO. 1**  
**TO**  
**CONTRACT BETWEEN**  
**COUNTY OF VOLUSIA, FLORIDA**  
**AND**

**SMA BEHAVIORAL HEALTH SERVICES, INC. D/B/A**  
**STEWART-MARCHMAN-ACT BEHAVIORAL HEALTHCARE**

**THIS AMENDMENT No. 1** (hereinafter "Amendment No. 1"), made and entered into by and between the **COUNTY OF VOLUSIA**, located at 123 West Indiana Avenue, DeLand, FL 32720, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **SMA BEHAVIORAL HEALTH SERVICES, INC. D/B/A STEWART-MARCHMAN-ACT BEHAVIORAL HEALTHCARE**, a Florida non-profit corporation, located at 1220 Willis Avenue, Daytona Beach, FL 32114 (hereinafter "Consultant").

**WHEREAS**, the County and Consultant entered into a Contract for Outpatient Addictions Treatment and Case Management Services (hereinafter "Contract"); under which, Consultant agreed to provide services to the County commencing on January 7, 2010 and terminating September 30, 2012; and

**WHEREAS**, the County and Consultant, desire to amend such Contract to extend the Contract for an additional year.

**NOW THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Consultant and County, the parties agree to renew and to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.
2. The parties agree to amend the Contract by revising **ARTICLE 3: TERM AND RENEWAL**, to read as follows:

**ARTICLE 3: TERM AND RENEWAL**

Subject to the termination and non-appropriation provisions contained in this Contract, the initial term of this Contract shall be effective upon the date executed and terminate on September 30, 2013, with three (3) one-year extensions permissible upon mutual written agreement and County Council approval.

3. The parties agree to amend the Contract by revising Section 4.22 of **ARTICLE 4: SCOPE OF SERVICE** to read as follows:

**4.21** The parties to this Contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project K8-12-06-03, Contract No. AQI90 (*see Exhibit C*). A final invoice must be received from the Consultant by October 15, 2012, **or payment will be forfeited**. For any extension of this Contract approved pursuant to Article 3 of this Contract, a final invoice must be received from the Consultant by October 15 following the fiscal year (October 1st through September 30th) during which services were rendered, **or payment for the services rendered during such fiscal year will be forfeited**.

4. This Amendment No. 1 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Contract, this Amendment No. 1 shall govern and control.
5. This Amendment No. 1 shall be null, void, and of no effect if the Florida Department of Transportation (“FDOT”) rejects the County’s application for or otherwise fails to approve and confirm the availability of grant funding for the outpatient addictions treatment and case management services program and services described in Article 4 of the Contract, it being understood by the County and the Consultant that the extension of such program and services pursuant to this Amendment No. 1 is predicated on FDOT’s approval and confirmation of grant funding therefore.

**Remainder of Page Left Intentionally Blank**

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Contract for Outpatient Addictions Treatment and Case Management Services on the respective dates under each signature.

**SMA BEHAVIORAL HEALTH SERVICES,  
INC., D/B/A STEWART-MARCHMAN-ACT  
BEHAVIORAL HEALTHCARE**

**COUNTY OF VOLUSIA**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

Chet Bell  
CEO

Frank T. Bruno, Jr.  
County Chair

Attest:

Attest:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
James T. Dinneen  
County Manager

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

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

**APPROVED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT  
TO PART V: ACCEPTANCE AND AGREEMENT TO SUBGRANT APPLICATION FOR  
HIGHWAY SAFETY FUNDS – DOT FORM 500-065-01:**

BY: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

