



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: March 13, 2020

Meeting Date: April 2, 2020

Name: Joel Foreman

Department: County Attorney

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Request to Terminate Contract for Misdemeanor Offender Supervision Services

2. Recommended Motion/Action:

To authorize the County Manager and County Attorney to prepare and enter into such agreements as may be necessary to terminate the County's Contract for Misdemeanor Offender Supervision Services with the Salvation Army Corrections Department, without recourse to any party.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, March 19, 2020

From: Joel F. Foreman

Re: Request to Terminate Contract for Misdemeanor Offender Supervision Services

Date: March 12, 2020

County Judge Tom Coleman has contacted this office to advise that the services of the Salvation Army Corrections Department under the above-referenced contract are no longer being provided through Salvation Army and that the contract needs to be formally terminated.

The contract is between the County and the Salvation Army Corrections Department and was entered in 1995 with the approval of then-County Judge Julian Collins. Due to the retirement of one of the Salvation Army's employees in our area, the Salvation Army does not wish to fill that vacant position and can thus no longer provide services.

Judge Coleman is satisfied that the court's other provider of these same services is capable of filling any needs previously met by the Salvation Army, and the court does not report that it has been damaged by the Salvation Army's change in circumstances that prevent it from providing these services.

In the interest of being thorough has requested the Board's concurrence with his opinion that this contract should be terminated by agreement and without further consequence or recourse to any party.

Recommended motion: To authorize the County Manager and County Attorney to prepare and enter into such agreements as may be necessary to terminate the County's Contract for Misdemeanor Offender Supervision Services with the Salvation Army Corrections Department, without recourse to any party.

**CONTRACT FOR MISDEMEANOR OFFENDER SUPERVISION SERVICES
PROVIDED BY SALVATION ARMY CORRECTIONS DEPARTMENT
FOR COLUMBIA COUNTY, FLORIDA**

THIS AGREEMENT is entered into this 3rd day of August, 1995 between Columbia County, Florida, a political subdivision of the State of Florida (hereinafter "County"), and Salvation Army Corrections Department, a Georgia Corporation of _____ Lake City, Florida (hereinafter "Salvation Army"); and approved by the County Judge, Columbia County, Florida (hereinafter "County Judge").

WITNESSETH:

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Columbia County Court (hereinafter referred to as the "Court"); and

WHEREAS, Section 948.09, Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a Court-approved private entity; and

WHEREAS, Section 948.15, Florida Statutes, provides that any private entity providing services for the supervision of misdemeanor probationers must contract with the County in which the services are to be rendered, prescribing the terms of such contract; and

WHEREAS, the Court seeks a private entity to provide certain probation services for the efficient administration of justice within this county; and

WHEREAS, Salvation Army has provided probation services to the Court and the Court desires that Salvation Army continue such services;

NOW, THEREFORE, in consideration of the mutual covenants and provisions

herein, the County and Salvation Army agree as follows:

I. SCOPE OF THE CONTRACT.

1. **ADMINISTRATIVE SERVICES PROVIDED BY Salvation Army.** Salvation Army shall provide misdemeanor probation services as required by this agreement and the County Judge. These services shall include the following:

a. Salvation Army will operate a conveniently located office and provide all forms necessary for supervision purposes.

b. Salvation Army shall employ and train competent staff to work closely with the Court in the provision of services. Applicants must meet minimum qualifications for the position applied for, complete pre-employment paperwork, and undergo a background investigation. Selected candidates must be finger printed and submit to a drug screening at their own expense. All professional staff must have a valid Florida driver's license, a residence telephone and be willing to work irregular hours.

c. Salvation Army staff shall be present when court is convened to provide any assistance the court may require and to perform initial intake services of persons placed on misdemeanor probation under Salvation Army supervision.

d. Salvation Army shall employ the professional staff and clerical support necessary to properly manage an overall offender caseload. Case standards provide for a staff-client ratio of 1 to 160 offenders.

e. Salvation Army shall schedule office hours in order to accommodate probationers' work days insofar as is possible. Appointments will be made as necessary during weekday lunch hours.

f. Salvation Army shall require probationers to make at least one monthly office visit for counseling and supervision, unless waived by the Court. Additional face-to-face contacts will be dictated by individual case circumstances.

g. Major emphasis shall be placed on any court-ordered special conditions of probation, including payment of victim restitution, fines and court costs; substance abuse monitoring and/or treatment, and performance of community service.

h. Salvation Army shall receive, receipt for and deposit into a Trust Account, all offender payments toward court-ordered fines, costs, and restitution. When collections total the full assessment, checks made payable to the Clerk of the Court or other appropriate payee, as designated by the Court, shall be disbursed on a bi-monthly basis. Offender cost of supervision fees shall be receipted for in a similar manner and deposited into an operating account.

i. Salvation Army shall provide services to all offenders referred to it for supervision, irrespective of the individual's ability to pay cost of supervision fees. When supervision fees are waived, performance of community service hours will be substituted as individual client circumstances permit.

j. Other misdemeanor probation services as required by Florida Law including Florida Statutes as amended from time to time.

2. PROGRAM SERVICES PROVIDED BY Salvation Army. Salvation Army shall provide misdemeanor probation services as required by this agreement and the County Judge. These services shall include the following:

a. At the first scheduled interview Salvation Army staff will perform a needs

assessment, secure personal data and develop a supervision plan for each probationer.

b. As appropriate, Salvation Army representative will refer probationers to outside agencies for specialized counseling in the area of substance abuse, mental health, financial assistance, DUI school, etc.

c. Special assistance and direction will be provided to those probationers with suspended drivers' licenses who are required to obtain valid licenses.

d. Salvation Army shall provide assistance to probationers in the establishment of a financial plan for the payment of required fines and/or restitution, as the case requires. When appropriate, recommendations regarding conversion of fines to community service hours will be prepared for presentation to the Court.

e. Probationers required to perform community service hours will be provided a listing of public and non-profit agencies which participate in the program.

f. Special emphasis will be placed on job development, vocational and/or academic training for all probationers who are unemployed, under-employed, and/or uneducated. Services will include simple motivational counseling, job development counseling, agency referrals, employment referrals, educational testing, GED counseling, etc.

g. Individual case files will be established in which all case material, including court orders, supervision plan, reports, contact notes, payment receipts and other case data will be maintained.

h. Salvation Army expects probationers it supervises to fully comply with all court-ordered sanctions within the prescribed probationary period. In those cases where

offenders are unable to satisfy all such conditions, despite diligent efforts, recommendations for extension are prepared by Salvation Army staff. It is only after every effort has been made to enforce the supervision conditions that recommendations for probation revocation are made. Such recommendations are based on circumstances which clearly indicate a loss of case control, including commission of a new offense, repeated failure to comply with supervision requirements, and blatant disregard for court-ordered conditions of probation.

II. CONTRACT TERM/RENEWAL.

The initial term of this Contract shall begin on September 1, 1995 and end at midnight on August 31, 1996; provided, however, the Contract shall automatically renew on each anniversary date for successive one year periods, unless terminated by either party giving the other party notice of its intent to terminate the Contract prior to any anniversary date after the initial term. This Contract may be cancelled for just cause by either party at any time upon giving the notice provided herein. Either party seeking to cancel the Contract for just cause shall first advise the other party in writing of deficiencies allowing a reasonable time not to exceed ninety (90) days to bring the program into compliance or correct any alleged deficiencies. If compliance^{is obtained} obtained, the normal Contract period will continue unimpaired. Future non-compliances by either party will be handled in the same manner. If there is continued non-compliance by either party, then the Contract can be cancelled after such ninety (90) days written notice has expired.

The Contract may be renewed with the written consent of both parties.

III. CONTRACT REVIEW/MODIFICATION.

This Contract will be subject to review at the call of either party. Any additions, changes, and/or deletions will be by addendum, properly signed and attached to the original Contract. The parties agree to renegotiate this Contract if State revisions of any applicable laws make Contract changes necessary.

IV. RECORDS.

All Salvation Army books, records and documents reflecting all fines, fees and restitution collected, as well as all expenditures made, will be maintained in accordance with generally accepted accounting procedures and practices. All such records shall be open to inspection upon the request of the Court, the Auditor General of the State of Florida, or agents thereof.

Salvation Army case files shall be made available for review by the Court.

Salvation Army shall submit a quarterly report to the County Court Judge summarizing the activities of all probationers under its supervision, to include caseload movement during the period driven by new case referrals, transfers, violations, successful completions, and unsuccessful terminations. The number of cost of supervision waivers and financial data will also be reported.

V. AUDIT.

Salvation Army agrees to a certified independent audit of its Columbia County misdemeanor probation fine account. The auditing firm will be engaged by and at the expense of Salvation Army, and shall be furnished to the Court and to Columbia County upon its completion no later than ninety (90) days after the close of the County's fiscal

year. (That is on or before December 31 each year). The failure of Salvation Army to furnish the County with the independent audit provided herein, shall constitute non-compliance by Salvation Army. The County reserves the right to conduct its own independent audit at the County's expense through auditors selected by the County, and Salvation Army will fully cooperate with the audit.

VI. NONDISCRIMINATION.

Salvation Army will not discriminate against any client, employee or applicant for employment because of race, color, religion, sex or national origin. Any services provided by Salvation Army as required by this Contract and all hiring practices will fully comply with all applicable state and federal civil rights laws.

VII. ENTIRE AGREEMENT.

This written agreement contains the sole and entire agreement between the County and Salvation Army, and supersedes any and all other agreements between them.

VIII. CONTRACT GOVERNED BY FLORIDA LAW.

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. Venue as to any legal proceedings shall be in Columbia County, Florida.

IX. ATTORNEY FEES AND COSTS.

In the event of a default by either of the parties to this agreement, the non-defaulting party shall be entitled to recover reasonable attorney's fees and costs incurred in the enforcement of its rights under this Contract.

X. SEVERABILITY.

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County has executed and signed this Agreement through the County Judge, and Salvation Army has signed and executed this agreement, as attested and set forth below.

ATTEST:

COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: *P. DeWitt Cason*
P. DeWITT CASON
CLERK OF CIRCUIT COURT

BY: *Ludie Shipp*
LUDIE SHIPP

APPROVED BY: *Marlin M. Feagle*
MARLIN M. FEAGLE
COUNTY ATTORNEY

THE SALVATION ARMY A GEORGIA CORPORATION FOP

ATTEST:

SALVATION ARMY CORRECTIONS
DEPARTMENT

Cullum Gibson
Witness

BY: *Stanley Jaynes*
Name STANLEY JAYNES

Beraldine McDaniel
Witness

TREASURER
Title

Angela Cox
Witness
Lynne Caldwell
Witness

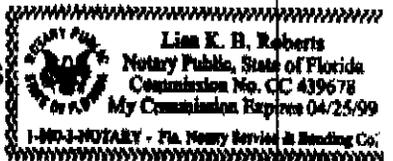
APPROVED BY COLUMBIA COUNTY,
FLORIDA JUDGE.

BY: *Julian Collins*
HONORABLE JULIAN COLLINS
COUNTY JUDGE

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 31st day of August, 1995 before me, an officer duly qualified to take acknowledgements, personally appeared LUDIE SHIPP, CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS, who are personally known to me or who have produced personally known as identification and who did (did not) take an oath.

Lisa K. B. Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES:



STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this ___ day of _____, 1995 before me, an officer duly qualified to take acknowledgements, personally appeared _____ FOR SALVATION ARMY CORRECTIONS DEPARTMENT who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 10th day of August, 1995 before me, an officer duly qualified to take acknowledgements, personally appeared HONORABLE JULIAN C. COLLINS, COLUMBIA COUNTY, FLORIDA JUDGE, who are personally known to me or who have produced _____ as identification and who did (did not) take an oath.

Linda M. Caldwell
NOTARY PUBLIC
MY COMMISSION EXPIRES:



LINDA M. CALDWELL
MY COMMISSION # CC 187748 EXPIRES
March 22, 1998
BONDED THROUGH TREN FARM INSURANCE, INC.