

**CONTRACT FOR MISDEMEANOR OFFENDER SUPERVISION SERVICES
PROVIDED BY GATEWAY JUDICIAL SERVICES, LLC FOR COLUMBIA
COUNTY FLORIDA**

THIS AGREEMENT is entered into this 5th day of ~~January~~^{February}, 2010 between Columbia County, Florida, a political subdivision of the State of Florida (hereinafter "County"), and Gateway Judicial Services, LLC (hereinafter "GJS"); 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;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein, the County and GJS agree as follows:

I. SCOPE OF THE CONTRACT.

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

- a. GJS will operate a conveniently located office and provide all forms necessary for supervision purposes.
- b. GJS 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. GJS 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 GJS supervision.
- d. GJS 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. GJS shall schedule office hours in order to accommodate probationers' work days insofar as is possible.
- f. GJS 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. GJS 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. GJS 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 GJS: GJS 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 GJS staff will perform a needs assessment, secure personal data and develop a supervision plan for each probationer.

b. As appropriate, GJS 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 driver's licenses who are required to obtain valid licenses.

d. GJS 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. GJS 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 GJS 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 January 1, 2010 and end at midnight on December 31, 2010; 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, 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 revision of any applicable laws make Contract changes necessary.

IV. RECORDS.

All GJS 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.

GJS case filed shall be made available for review by the Court.

GJS 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. INSURANCE.

GJS will provide and maintain at its expense at all times during the term of this Agreement general liability insurance with a minimum coverage of one million dollars. All policies of insurance shall name the County as an additional insured with respect to the performance of this Agreement, and GJS shall, prior to this Agreement being effective, furnish the County with a Certificate of such insurance.

GJS will provide either a bond or rider in the insurance policy which fully protects the County in the event of loss of funds collected by GJS.

VI. AUDIT.

GJS 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 GJS 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 GJS to furnish the County with the independent audit provided herein, shall constitute non-compliance by GJS. The County reserves the right to conduct its own independent audit at the County's expense through auditors selected by the County, and GJS will fully cooperate with the audit. The County, its authorized agent, the Clerk of the Circuit Court or an agent designated by the County, shall have the authority to inspect the financial records of GJS at any time, without prior notice.

VII. INDEMNIFICATION CLAUSE.

GJS shall be liable, and agrees to be liable for, and shall indemnify, defend and hold harmless the County from any claims and against any attorney's fees arising out of

intentional acts, negligence, or omissions by GJS, or its employees or agents, in the course of the performance of this Agreement.

VIII. NONDISCRIMINATION.

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

IX. ENTIRE AGREEMENT.

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

X. 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.

XI. 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.

XII. 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 GJS 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 Court

By:

Ronald Williams
Ronald Williams, Chairman

Approved by:

William E. Whitley
William E. Whitley
Acting County Attorney

ATTEST:

GATEWAY JUDICIAL SERVICES, LLC

Gloria Clark
Witness

Amanda Oscar
Witness

Heather Ham
Witness

Marcie Kemp
Witness

By:

Wanda B. Jones
Wanda B. Jones, President

APPROVED BY COLUMBIA COUNTY,
FLORIDA

By:

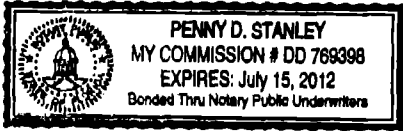
County Court Judge
County Court Judge

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 5th day of Feb., 2010 before me, an officer duly qualified to take acknowledgements, personally appeared Ronald Williams, Chairman of the Board of County Commissioners, who are personally know to

me or who have produced _____ as identification and who did (did not) take an oath.



Penny D. Stanley

NOTARY PUBLIC
My Commission expires: *7-15-2012*

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this _____ day of _____, 2010, before me, an officer duly qualified to take acknowledgements, personally appeared Wanda B. Jones, for Gateway Judicial Services, LLC, who is personally known to me and who did take an oath.

NOTARY PUBLIC
My Commission expires:

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this _____ day of _____, 2010 before me, an officer duly qualified to take acknowledgements, personally appeared Honorable Tom Coleman who is personally known to me and who did take an oath.

NOTARY PUBLIC
My commission expires:

Hester Hester

Witness

Marcie Kemp

Witness

APPROVED BY COLUMBIA COUNTY,
FLORIDA

By: [Signature]

County Court Judge

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 9th day of February, 2010 before me, an officer duly qualified to take acknowledgements, personally appeared Tom Coleman, Chairman of the Board of County Commissioners, who are personally know to me or who have produced _____ as identification and who did (did not) take an oath.

Marcie Kemp
NOTARY PUBLIC

My Commission expires:



STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 31st day of December, 2009, before me, an officer duly qualified to take acknowledgements, personally appeared Wanda B. Jones, for Gateway Judicial Services, LLC, who is personally known to me and who did take an oath.

Amanda A. Dick
NOTARY PUBLIC

My Commission expires:

