

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529**

CONSENT AGENDA

SECOND PAGE

JANUARY 5, 2010

(Continued)

- (7) Emergency Medical Services – Refund Request – Overpayment Recovery Unit – Don Simmons - \$383.00**
- (8) Tourist Development Council – Reappointments – Nick Patel and Mike Collins – Three Year Terms Expiring on December 31, 2012 (Reappointment of Nick Patel also shown on Consent Agenda as item 4)**
- (9) 911 Addressing/GIS Department – Naming and Renaming Roadways – S.E. Resort Court – S.E. Riverbend Loop**
- (10) Purchasing Department – Johnson Controls, Inc. – HVAC Service Agreement Renewal - \$46,070.00 Prepay**
- (11) Sheriff's Office – Florida Department of law Enforcement – Edward Byrne Memorial Justice Assistance Grant – Multi-Jurisdictional Task Force – Certificate of Acceptance - \$79,648.00**
- (12) Gateway Judicial Services, LLC – Contract for Pre-trial Release Supervision Services and Contract for Misdemeanor Offender Supervision Services**

COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES

P.O. BOX 2949

LAKE CITY, FL 32056

(386) 752-8787 *FAX (386) 719-7498

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To: Board of County Commissioners

Fr: Vicky Simmons 

Dt: December 16, 2009

Re: Refund Request-094149

Due to a Medicare adjustment, an overpayment has occurred on the account below.
Please submit a check in the amount\$ 383.00 made payable to:

Overpayment Recovery Unit

Dept AT 40328

Refund# 100997101

Atlanta, GA 31192

Patient	Date of Service	Amount
Simmons, Don R58982984 Refund# 100997101	06/10/2009	\$383.00


Thank you in advance for your cooperation.

Columbia County
Tourist Development Council
Post Office Box 1847 ♦ 263 NW Lake City Avenue
Lake City, Florida 32056-1847
Telephone: 386-758-1312 ♦ Fax: 386-758-1311 ♦ Toll Free: 1-877-745-4778

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December 21, 2009

MEMORANDUM

To: Ms. Lisa K.B. Roberts, Assistant County Manager, Columbia County
From:  Harvey Campbell, Tourist Development Council
Subject: Reappointments to the Columbia County Tourist Development Council board

Two members of the Columbia County Tourist Development Council (TDC) board have three-year terms that will expire on December 31, 2009. The two members are hotel owner Nick Patel and businessman Mike Collins.

At the monthly TDC meeting in November, we informed the board of the expiring terms and asked the two members identified above to inform staff if they wished to be considered for new three-year appointments to the board. Mr. Patel sent an e-mail indicating his desire to be reappointed. Mr. Collins has verbally expressed his willingness to continue to serve on the board.

The Columbia County TDC recommends to the board of county commissioners that Nick Patel and Mike Collins be appointed to three-year terms on the tourism board. The terms would expire on December 31, 2012.

If you have any additional questions regarding this matter please call our office at your earliest convenience. Thanks in advance for your assistance and cooperation in this matter.



COLUMBIA COUNTY
911 ADDRESSING / GIS DEPARTMENT

P. O. Box 1787, Lake City, FL 32056-1787
Telephone: (386) 758-1125 * Fax: (386) 758-1365 * Email: ron_croft@columbiacountyfla.com



#9

To: Dale Williams, County Manager

Fr: John Gross, 911 Addressing / GIS Department

Dt: November 30, 2009

Re: Naming of Unnamed Roads Forwarded for Board of County Commissioners Approval.

The attached printout has been submitted for Approval by the Board of County Commissioners. The printout contains an unnamed roadway which requires naming for Enhanced 911 Addressing purposes and the renaming of an existing private roadway due to change in configuration.

The requested road name was selected by the property owner. This road name is required as it leads to three structures, one of which is pending an address assignment. This change will affect the two homes already addressed on the property. The property owner is aware that their addresses will be changed

A copy of this printout was provided to the respective District Commissioner under a separate memorandum for their comment or other recommended action.

We request this list be submitted to the Board of County Commissioners for approval.

Please contact the 911 Addressing / GIS Department, if you have any questions.

ID #	DIS	OLD NAME	OLD SUFFIX	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
2616	4	UNNAMED (27-7S-17-10055-002	RD	SE	RESORT (PENDING BCCA)	LOOP (PENDING CHANGE TO CT)	S US HWY 441, L SW RIVERVIEW CIR, R SW RESORT LOOP (SANTA FE RIVER RESORT)	RUNS FROM RIVERVIEW CIR, SOUTH THEN EAST, THEN NORTH BACK TO RIVERVIEW CIR.	27-7S- 17
3351	4	RIVERBEND	LOOP	SE	RIVERBEND (PENDING BCCA)	LOOP	S US HWY 441, L SE RIVERVIEW CIR, R SE RIVERBEND LOOP (SANTA FE RIVER RESORT)	RUNS FROM RIVERVIEW CIR SOUTH THEN NORTH- EAST CONNECTING BACK TO RIVERVIEW CIR	27-7S- 17

9
A

1
141
33
50
5
1

SE RIVERVIEW CIR

SW GOLDEN DAWN GLN

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



11/5/10
2/19/09
Agenda
DATE: 12/1/09

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TO: Ben Scott, Purchasing Agent

FR: Buddy Isaac, HVAC Tech

RE: Service Agreement, Johnson Controls

The contract with Johnson Controls expires on 12/31/09. The renewal of this service has been reviewed and accepted by all parties listed below:

Art Butler, Facilities Manager
Frank Harris, Maintenance Director
Buddy Isaac, HVAC Tech

Thank You,
Buddy Isaac

XC: Art Butler
Frank Harris



Johnson Controls, Inc.
2711 NW 6th Street, Suite D
Gainesville, FL 32609

October 13, 2009

Mr. Buddy Isaac
Columbia County Courthouse
PO Box Drawer 1529
Lake City, FL 32055

Re: **Planned Service Agreement Renewal-Columbia County Courthouse**
2009 Agreement #: 8245-7152 ~ 2009 Agreement#: 0245-7152

Dear Mr. Isaac,

Johnson Controls, Inc. understands the importance of cutting costs and saving money especially during these tough economic times. We recognize that you have many choices for service providers and value your business. To show our appreciation to you for being a loyal customer, we would like to keep the price of this agreement the same as last year at \$47,495.00. The scope and coverage of this agreement will remain the same as the previous year.

Renewal Summary:

EFFECTIVE DATE:	January 1, 2010	EXPIRATION DATE:	December 31, 2010
SCOPE of SERVICE:	Unchanged		
ANNUAL PRICE:	\$47,495.00	INCREASE OF:	0%


Johnson Controls, Inc. will extend a full 3% discount on total renewal price should the customer choose to prepay the entire contract amount at the initiation of this renewal. In this event a check in the amount of \$46,070.00 must accompany your signed acceptance of this renewal.

Your new agreement price is reflective of the rising costs of health care, fuel, environmental charges, labor and metal products throughout the world, and we have worked very hard to keep prices at the lowest possible levels.

For Emergency and Non-Emergency repair service please direct all calls to 1-866-883-0859. However if you should have any questions or concerns, and would like to speak me directly, I can be reached in our Gainesville office at (352) 335-5999.

Thank you for allowing Johnson Controls to service and maintain your building's system this past year. Your business is greatly appreciated. We look forward to serving you in the future.

Sincerely,



Sabrina Messineo

Service Operations Agent

Sabrina.J.Messineo@jci.com

Customer Acknowledgement: Please indicate your receipt of this renewal letter by signing below and returning via fax to 352-335-5172 attention Sabrina Messineo

Columbia County Courthouse

Date

Purchase Order No.



Service Agreement

Columbia County Courthouse
PO Box Drawer 1529
Lake City

FL 32055

Proposal Date October 13, 2009

Agreement 92457152

Agreement Rev

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term/Automatic Renewal

This Agreement takes effect on 01/01/2010 and will continue until 12/31/2010 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$47,495.00. This amount will be paid to JCI in annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for thirty days from proposal date.

JOHNSON CONTROLS, INC.

By _____

By _____

Signature _____

Signature _____

Title _____ Date _____

Title _____ Date _____

JCI Branch Manager _____ Date _____

(proposal not valid until signed by JCI Manager)

JCI Branch JACKSONVILLE FL SERVICE BRANCH SVC (245)

Phone 9047331411

Cust. PO # _____

Address 8245 BAYBERRY ROAD

City State ZIP JACKSONVILLE FL 32256

Schedule AEquipment List (Selected Equipment to be Serviced)Covered Equipment At Site: **COLUMBIA CO COURTHOUSE**

Qty	Equipment	Coverage Level	Extended Service
1	AC Condensing Unit (0-10T) Addison Condenser #1 ACCU-SML / 0001 Additional Options # per year Operational 5 Comprehensive 1 Condenser Coil Cleaning 1	Premium	24/7
17	AHU (10-40HP) MCQUAY CAHFDAC / 0001,MCQUAY CAHFDAC / 0002,MCQUAY CAHFDAC / 0004,MCQUAY CAHFDAC / 0003,MCQUAY CAHFDAC / 0007,MCQUAY CAHFDAC / 0005,MCQUAY CAHFDAC / 0009,MCQUAY CAHFDAC / 0006,MCQUAY CAHFDAC / 0008,MCQUAY CAHFDAC / 0011,MCQUAY CAHFDAC / 0013,MCQUAY CAHFDAC / 0010,MCQUAY CAHFDAC / 0012,MCQUAY CAHFDAC / 0015,MCQUAY CAHFDAC / 0014,MCQUAY CAHFDAC / 0017,MCQUAY CAHFDAC / 0016 Additional Options # per year Operational 5 Comprehensive 1 Evaporator Coil Cleaning 1	Premium	24/7
1	Block Hours Mechanical Refrigerant Monitor SSV Additional Options # per year Block Hours 1	Premium	Normal
1	Boiler (>750MBH/300HP) RITE NATURAL GAS BOILER / 0001 Additional Options # per year Operational 5 Comprehensive 1 Boiler Tube Brushing 1	Premium	24/7
2	Cooling Tower (>250T) MARLEY / 0001,MARLEY / 0002 Additional Options # per year Operational 11 Comprehensive 1 Tower/Basin Cleaning (Large) 1	Premium	24/7

Schedule A

Equipment List (Selected Equipment to be Serviced)

7	Exhaust Fan (6-15HP)	Premium	24/7
	EF-MED / 0001,EF-MED / 0002,EF-MED / 0005,EF-MED / 0003,EF-MED / 0007,EF-MED / 0004,EF-MED / 0006		
	Additional Options	# per year	
	Operational	5	
	Comprehensive	1	
1	Ind. Air Compressor Items-Med	Premium	24/7
	Quincy Compressor Dryer		
	Additional Options	# per year	
	Operational	3	
	Comprehensive	1	
	Comp Oil Change (Medium)	1	
2	Pump (10-40HP)	Premium	24/7
	Taco PUMP-MED / 0001,Taco PUMP-MED / 0002		
	Additional Options	# per year	
	Operational	1	
2	Pump (10-40HP)	Premium	24/7
	Taco HW PUMP-MED / 0001,Taco HW PUMP-MED / 0002		
	Additional Options	# per year	
	Operational	1	
6	Pump (10-40HP)	Premium	24/7
	Taco Chilled Water Pump-MED / 0001,Taco Chilled Water Pump-MED / 0002,Taco Chilled Water Pump-MED / 0004,Taco Chilled Water Pump-MED / 0003,Taco Chilled Water Pump-MED / 0005,Taco Chilled Water Pump-MED / 0006		
	Additional Options	# per year	
	Operational	1	
1	Refrigerated Air Dryer	Premium	24/7
	Quincy Compressor Dryer (002/13073/24) RAD-ALL / 0001		
	Additional Options	# per year	
	Comprehensive	1	
1	Siemens Head End/Workstation	Basic	N/A
	CCN/ 0001		
	Additional Options	# per year	
	Operational	1	

Schedule A

Equipment List (Selected Equipment to be Serviced)

2	VFD (0-15HP)	Premium	24/7
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VFD #1 Marley Cooling Tower #1,VFD #2 Marley Cooling Tower #2

Additional Options	# per year
Comprehensive	1

16	VFD (0-15HP)	Premium	24/7
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Pump #1 VFD-SML / 0001,Pump #2 VFD-SML / 0002,Pump #3 VFD-SML / 0003,AHU # 1 VFD-SML / 0001,AHU # 2 VFD-SML / 0002,AHU # 3 VFD-SML / 0003,AHU # 4 VFD-SML / 0004,AHU # 6 VFD-SML / 0006,AHU # 5 VFD-SML / 0005,AHU # 8 VFD-SML / 0008,AHU # 7 VFD-SML / 0007,AHU # 9 VFD-SML / 0009,AHU # 12 VFD-SML / 0012,AHU # 11 VFD-SML / 0011,AHU # 13 VFD-SML / 0013,AHU # 10 VFD-SML / 0010

Additional Options	# per year
Operational	1

2	WC Screw Chiller (>200T)	Premium	24/7
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Carrier 23XL4343ED60 Ch #1,Carrier 23XL4343ED60 Ch #2

Additional Options	# per year
Operational	11
Comprehensive	1
Chiller Tube Brushing	1
Oil Analysis	1
Vibration Analysis-Chiller	1

Schedule A (Continued)

Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

Total Dollar Amount

Payment Frequency

Special Additions and Exceptions

*Eddy Current to be performed 1/2010

*Comprehensive inspection will include oil change if oil analysis reveals abnormal parameters

*Customer will change return air filters on all AHUs

*Please note motor on cooling towers is covered

*Motor Starters on AHU's #1,4,7,15; one (1) freon detector linked to exhaust fan; two (2) Condenser Pumps and two (2) Chilled Water Pumps are covered.

*Equipment listed on Schedule A under coverage level Premium Service shall include Repair Labor and Repair Material

*JCI shall be responsible for removal of waste oil should JCI find oil needs to be changed

*Carrier Control system and VAV's are covered under premium coverage up to \$3,500.00 for repair, labor and material on an annual basis. Should that dollar amount be exceeded repairs will be billed at as time and material work

*Johnson Controls, Inc., will extend a full 3% discount on total agreement price should the customer choose to prepay the entire contract amount at the initiation of this agreement. In this event a check in the amount of \$46,070.00 must accompany your signed acceptance of this agreement.

Cancellation of Contract:

This agreement may be terminated by the customer for its convenience upon thirty (30) days prior written notice to Johnson Controls, Inc. If cancelled the customer agrees to pay Johnson Controls, Inc. the amounts already paid for the work incurred on the contract to date

Payment Options:

Annually-\$47,495 (One Installment \$47,495)

Semi-Annually-\$47,495 (2 Installments \$23,747.50)

Quarterly-\$47,495 (4 Installments \$11,873.75)

Monthly-\$47,495 (12 Installments \$3,957.92)

Special Billing Rates:

*10% Discount off Johnson Controls Current Labor Rates including Regular and Overtime Labor

Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are provided under this Agreement as set forth in the attached Equipment Schedule. **EQUIPMENT FAILURE** means the sudden and accidental failure of parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants, and sprays, depending on the Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. Parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.

EXTENDED SERVICE means service for repairs performed outside normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule B. The price for Extended Service, if chosen by Customer, is part of the Contract Price.

If Services are performed, or materials, parts or equipment provided outside the scope or time period of those covered by the Service Coverage selected by Customer, Customer agrees to pay JCI's standard fee for additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect Covered Equipment within 45 days of the date of this Agreement under seasonal or operational conditions permit. JCI will advise Customer if it finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, the Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

If a part is installed as part of JCI's Services, JCI warrants the part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the extent of such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of expiration of the applicable warranty period. This limitation is in addition to any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent it transfers the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN ADDITION TO ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY MANNER WHATSOEVER.

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- 1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
- 2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, modifications, combinations, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner not intended, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) related problems, including power failures and fluctuations and environmental conditions to keep the site clean and free of dust, sand and other particulate debris;
- 3) service calls due to warranty claims on the Covered Equipment;
- 4) repainting or refinishing Covered Equipment;
- 5) electrical work to the Customer's facility;
- 6) stockpiling of parts or supplies;
- 7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill slats basin, hydronic and pneumatic piping, vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, abrasion, or damage from unpermitted or unauthorized persons from

Terms and Conditions

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI H. LIMITATION OF LIABILITY

- 1) The Customer warrants that all Covered Equipment is in working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
- 2) The Customer agrees that, during the Term of this Agreement, the Customer will:
 - (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
 - (b) keep accurate and current work logs and inform the Customer of the Covered Equipment as recommended by the manufacturer and JCI;
 - (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI including, but not limited to, adequate space, electrical power conditioning, and humidity control;
 - (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (e) allow JCI to start and stop, periodically turn on or otherwise change or temporarily suspend equipment operation so that JCI can perform the Services required under this Agreement;
 - (f) provide proper condenser and boiler water treatment necessary, for the proper functioning of Covered Equipment; such services are not JCI's responsibility under this Agreement;
 - (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
- 3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is in the Covered Equipment or associated with Covered Equipment when requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Any action affecting JCI's access to the Covered Equipment may include, but not be limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIALS, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) THE AMOUNT OF THE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

I. FORCE MAJEURE

- 1) JCI shall not be responsible to the Customer for damage, loss or delay caused by conditions beyond JCI's reasonable control without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials or supplies.
- 2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment fails to perform properly or fails to prevent loss or damage.
- 3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Contract Price. Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement provided in the Term Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI'S EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of the Agreement.

Terms and Conditions

employee.

M. RESOLUTION OF DISPUTES

Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or a renewal adjustment thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") arises in any manner to this Agreement, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

- 1) Each Party waives any right to trial by jury in a court of law and by jury.
- 2) **Notice of Dispute:** In order to be able to mediate or arbitrate a Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to resolve the Dispute, and the failure to give such notice shall constitute a waiver of the Party's right to arbitrate the Dispute. The Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.
- 3) **Mediation:** As a condition precedent to arbitration, the Party submitting the Dispute to mediation within five (5) days of notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the Parties.
- 4) **Arbitration:** In the event mediation of the Dispute is unsuccessful, arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered thereupon in accordance with applicable law in any court having competent jurisdiction. The Party prevailing in the arbitration shall be entitled to a recovery of its reasonable costs, including reasonable attorney's fees, as a result of the Dispute.
- 5) **Services Obligation Suspended:** The Parties agree while a Dispute is pending, JCI's obligation to provide continuing Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services, Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder in addition to all other rights JCI may have at law or in equity shall not impair the rights of JCI with regard to a Dispute hereunder. Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.
- 6) The rights and obligations of JCI herein are in addition to and shall not alter, impair, limit, or otherwise waive any other rights of JCI in equity or by statute.

N. TERMINATION

undisputed amounts owed within ten (10) days of the termination date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

- 1) **Asbestos-Containing Materials:** Neither Party desires to or is it to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable law, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 in which ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately suspend Services in the affected area and notify the other's contacts. Between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of disturbance before JCI continues with its Services, unless JCI has knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM. Customer shall resume its responsibilities for the ACM after remediation has been completed.
- 2) **Other Hazardous Materials:** JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than JCI Hazardous Materials, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may interfere with JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop its Services in the affected area and notify the other's contacts. Between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the foregoing, if JCI had actual knowledge that JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the remediation of Hazardous Materials that have not been released and for removal not resulting from JCI's performance of the Services.
- 3) **Environmental Indemnity.** To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's subsidiaries, affiliates, agents, and their respective directors, officers, employees, and

Terms and Conditions

and all losses, claims, damages, expenses (including reasonable legal defense costs), claim, causes of action or liability, directly or indirectly relating to or arising from JCI's use, storage, release, discharge, harm, presence of JCI Hazardous Materials on, under or about the facility (the noncompliance with this Section O).

P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, service, possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this Agreement be in writing and sent to the Party at the address noted on the page of this Agreement.
- 2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
- 3) This Agreement is the entire Agreement between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modification to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is in and only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
- 7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguity to be construed against the drafting Party shall not apply.
- 8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party JCI. The Services under this Agreement are being performed for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
- 9) The failure of JCI or the Customer to insist upon, or to delay in enforcing the strict performance of the terms and conditions or any right or remedy, as provided herein, shall not constitute a waiver or relinquishment of either Party's right thereafter to enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or Customer.

R. CHOICE OF LAW

parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to comply with the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all source and object code, documentation, technical information or specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI or developed or discovered or acquired in connection with the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

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DEC 18 2010

The Honorable Stephen Bailey
Chairman
Columbia County Board of Commissioners
Post Office Drawer 1529
Lake City, FL 32056-1529

Re: Contract No. 2010-JAGC-COLU-1-4X-231

Dear Chairman Bailey:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 79,648.00 for the project entitled, MULTI-JURISDICTIONAL TASK FORCE #13. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

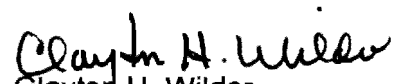
Your attention is directed to the Standard Conditions of the subgrant. Changes were made to these conditions after your application was received in this office. Therefore, these Standard Conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Stephen Bailey
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/jj

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-JAGC-COLU-1-4X-231, in the amount of \$ 79,648.00, for a project entitled, MULTI-JURISDICTIONAL TASK FORCE #13, for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

(Signature of Subgrantee's Authorized Official)

(Typed Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Columbia County Board of Commissioners

Date of Award: *12-17-09*

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: MULTI-JURISDICTIONAL TASK FORCE #13

Grant Number: 2010-JAGC-COLU-1-4X-231

Federal Funds: \$ 79,648.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 79,648.00

State Purpose Area: A : State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives, E : Equipment Supplies - Purchase Equipment/Supplies, TF : Projects that involve a formal agreement between two or more agencies to cooperate in addressing a specific type of crime, typically drug enforcement, gang enforcement, or violent crime enforcement

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

12-17-09

Date

☒ This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITION(S) / GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2010-JAGC-COLU-1-4X-231

Grant Title: MULTI-JURISDICTIONAL TASK FORCE #13

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S12817: The subgrant recipient must provide written documentation that all necessary personnel have completed the required task force training.

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement**

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2009-DJ-BX-1077, the following additional conditions apply:

1. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

2. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

GATEWAY JUDICIAL SERVICES, LLC

*260 South Marion Avenue, Suite 115
Lake City, Florida 32025*

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December 17, 2009

Board of County Commissioners
County Administrative Offices
Post Office Box 1529
Lake City, Florida 32056-1529

Re: Wainwright Judicial Services, Inc.
Supervision Agreement

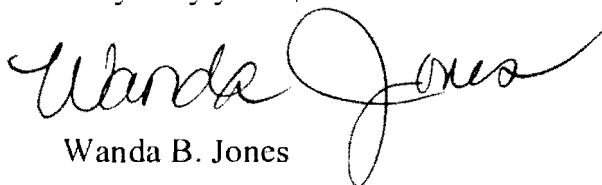
Dear Commissioners:

As you know Wainwright Judicial Services, Inc. has a contract with Columbia County, Florida, for the provision of supervision services dated November 3, 2005. Wainwright Judicial Services, Inc. is selling its business, including the contract (subject to approval by the Board of County Commissioners), to Gateway Judicial Services, LLC.

The sole member and manager of Gateway Judicial Services, LLC is Wanda Jones who has been the Operations Manager for Wainwright Judicial Services, Inc. since the beginning of the term of the contract. Wanda Jones will continue to operate the Columbia County business and be responsible for providing the contractual services under the name of Gateway Judicial Services, LLC. There will be no change in the management of the business and, therefore, your approval of the assignment of this contract is respectfully requested.

If you have any questions concerning the contract or services provided under the contract, please do not hesitate to contact me at 867-3169.

Very truly yours,


Wanda B. Jones

CONTRACT FOR PRE-TRIAL RELEASE SUPERVISION SERVICES
PROVIDED BY GATEWAY JUDICIAL SERVICES, LLC
FOR COLUMBIA COUNTY, FLORIDA

THIS AGREEMENT is entered into this _____ day of _____, 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 Chief Judge for the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida (hereinafter "Chief Judge" and "Court").

WITNESSETH:

WHEREAS, certain defendants charged with commission of felony offenses are released prior to trial; and

WHEREAS, Rule 3.131, Florida Rules of Criminal Procedure, authorizes such release under conditions that can reasonably protect the community from risk of physical harm to persons, assure the presence of defendants at trial, or assure the integrity of the judicial process; and

WHEREAS, the Court seeks a private entity to provide certain pre-trial release supervision services; and

WHEREAS, the Court has requested that GJS provide certain pre-trial release supervision services; and

WHEREAS, GJS desires to provide such pre-trial release supervision services for the Court; and

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

I. SCOPE OF THE CONTRACT

GJS shall provide pre-trial release supervision services as required by this agreement. 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 fingerprinted 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 will make themselves available for any court appearances as requested by the Court.
- d. GJS shall schedule office hours in order to accommodate pre-trial releasees' work days insofar as is possible.
- e. GJS shall require pre-trial releasees to make at least one monthly office visit for supervision, unless waived by the Court. Additional face-to-face contacts will be dictated by individual case circumstances.
- f. GJS shall make contact with pre-trial releasees placed under house arrest conditions without electronic monitoring or who are placed under strict house arrest via telephone calls to the pre-trial releasee's residence. Such telephone calls will be made by GJS to the pre-trial releasee's residence at irregular and varied intervals. For the pre-trial releasee under house arrest without electronic monitoring, such telephone calls shall be made at times when the releasee is not authorized to be at work, school or church and when the releasee should be at his/her residence. GJS shall report any inability to reach a pre-trial releasee via telephone to the Office of the Sheriff and the Court unless GJS

determines that inability to make contact via telephone was not due to the pre-trial releasee's violation of his/her pre-trial release conditions.

g. GJS shall have contact with releasees on electronic monitoring at least weekly. A curfew will be established by GJS staff to accommodate the releasees work schedule. GJS staff will verify this work schedule with the employer and will require each releasee to produce a pay stub weekly for further documentation of their work hours. Additional exceptions will be made for releasees to attend school, counseling sessions, attorney meetings and once weekly church services, unless otherwise ordered by the referring Court.

h. GJS is authorized to charge a \$50.00 per month cost of supervision fee per pre-trial releasee placed under GJS supervision while under house arrest or strict house arrest conditions.

i. GJS is authorized to charge pre-trial releasees placed on electronic monitoring \$8.00 per day for non-GPS electronic monitoring or \$12.50 per day for GPS electronic monitoring.

j. Pre-trial releasees required by court order to submit to random urinalysis and/or breathalyzer testing shall be required to pay the cost of such testing.

k. GJS shall report any material failure to comply with pre-trial release supervision conditions of which GJS is aware of to the Office of the Sheriff and the Court. A "material failure" shall mean failure to remain confined to his/her residence in accordance with the conditions of the pre-trial release order; having a positive substance abuse test result; failure to submit to a substance abuse test result where a substance abuse testing condition has been imposed; possessing, owning, or having access to any firearms where such has been prohibited as a condition; failure to pay cost of supervision or electronic monitoring fees; and failure to maintain an operable land line telephone at his/her residence.

II. INDEMNIFICATION

GJS shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless the County from and against any and all claims, suits, causes of action, judgments, or damages including court costs and 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.

III. INSURANCE

GJS will provide and maintain at its expense at all times during the term of this Agreement general liability insurance with 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.

IV. CONTRACT TERM/RENEWAL

The initial term of this Contract shall begin on 1/1/2010 and end at midnight on 12/31/2010 and be for a term of one (1) year; subject to automatic renewal on the 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.

V. CANCELLATION

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 thirty (30) 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 thirty (30) days written notice has expired.

VI. 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 revisions of any applicable laws make Contract changes necessary.

VII. RECORDS

All records made or received by GJS in conjunction with this Contract are public records subject to the provisions of Chapter 119, Florida Statutes. GJS case files shall be made available for review by the Court.

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 as to pre-trial release supervision services 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.

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

THIS AGREEMENT is entered into this _____ day of January, 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. 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.

VI. 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.

VII. 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.

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 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
Clerk of Court

By: _____
Chairman

Approved by: _____
MARLIN M. FEAGLE
County Attorney

ATTEST:

GATEWAY JUDICIAL SERVICES, LLC

Aminda L. Miller
Witness
Gloria Clark
Witness

By: Wanda B. Jones
Wanda B. Jones, President

APPROVED BY COLUMBIA COUNTY,
FLORIDA

Witness

By: _____
County Court Judge

Witness

STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this _____ day of January, 2010 before me, an officer duly qualified to take acknowledgements, personally appeared _____, 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.

NOTARY PUBLIC

My Commission expires:

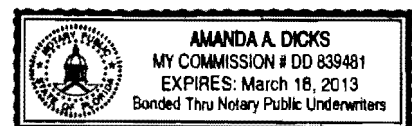
STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this 22nd 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.

Wanda B. Jones
NOTARY PUBLIC

My Commission expires:



STATE OF FLORIDA

COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this _____ day of January, 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: