

**CONTRACT FOR MISDEMEANANT OFFENDER SUPERVISION SERVICES**

**PROVIDED BY THE SALVATION ARMY**

THIS AGREEMENT (the "CONTRACT") is entered into this 13th day of July, 1992, pursuant to Section 948.15, Florida Statutes (1991), upon the signature of all parties, by and between the Board of County Commissioners of Nassau County, Florida (the "COUNTY"), a political subdivision of the State of Florida, on behalf of the Chief Judge, FOURTH Judicial Circuit (the "CHIEF JUDGE"), and The Salvation Army, a Georgia Corporation (the "ARMY").

**W I T N E S S E T H:**

**WHEREAS**, certain misdemeanor defendants are sentenced to terms of probation by the Nassau County Court within the FOURTH Judicial Circuit (the "COURT"); and

**WHEREAS**, Section 948.15 Florida Statute (1991), states that supervision, rehabilitation and probation services may be provided by a court-approved private entity; and

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

**WHEREAS**, the ARMY has provided probation services to the COURT and the COURT desires that the ARMY continue such services;

**WHEREAS**, the county judges of the COURT request that the ARMY implement certain probation supervision procedures; and

**WHEREAS**, the CHIEF JUDGE of the COURT requests the COUNTY to execute this contract:

**NOW THEREFORE**, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the COUNTY and the ARMY agree as follows:

**I. TERM AND RENEWAL.** The term of the Contract shall begin at the date above written, upon the signatures of all parties and shall remain in effect for sixty (60) months with an option on the part of the City to extend the CONTRACT for one additional five year term. This CONTRACT may be canceled by either party with or without cause with thirty (30) calendar days written notice.

**II. SCOPE OF CONTRACT.** The ARMY agrees to provide the following services to court ordered probationers under their supervision consistent with standards and criteria of the Florida Department of Corrections:

- A. Prepare a written plan of need which is to be addressed during the period of supervision on each probationer and maintain it in the counselor's case file. Also, identify any self-improvement needs not addressed by the court order and assist the probationer in treatment referral and follow-up.
- B. Provide job placement referral service for probationers as needed.
- C. Conduct personal office visits for counseling with each probationer. Make no less than one personal contact per month with the probationer by a

supervising counselor to evaluate conformity with the court order, provide an opportunity for counseling and to collect cost of supervision fees assessed.

D. Maintain monthly contacts with agencies that provide self-improvement resources necessary to enforce the conditions of supervision. Verify completion of self-improvement programs by the probationer.

E. Maintain close follow-up and enforce all ordered conditions of probation that require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:

1. Restitution
2. Fines and Court Costs
3. Evaluation and Treatment Programs
4. Community Service Hours
5. Cost of Supervision
6. Procurement of License

- F. Prepare a report on violation and modification of probation as appropriate to the Judge in charge of the case. A revocation of offender's probation will be recommended when a significant violation of a court order has occurred.
- G. Pursuant to fees set by Florida Statute 948.09, (1991) collect no less than the court ordered minimum monthly cost of supervision fee from each probationer and maintain documentation of all these payments. Indigents, whose fees have been waived by the court, are ensured placement irrespective of ability to pay.
- H. Maintain a separate file on each probationer as a part of a uniform file system. Record date and time chronologically of each contact made.
- I. All new employees will be employed with suitable qualifications and criminal reference checks in accordance with essential standards established by the American Correctional Association as of January 1, 1991.
- J. Staffing of professional employees will be kept at a level that will maintain caseloads of 165-180.

III. **RECORDS.** Representatives of the Auditor General of the State of Florida, the Court Administrator or the Clerk of the Court or their duly authorized representatives shall have access for purposes of examinations, to any books, documents, papers and records of the Army as they may relate to this project. In

addition to fiscal records, the probationer's file will include the following:

- A. Court Order relating to supervision.
- B. Intake and Supervision Report
- C. Monthly report
- D. Monthly Receipts for COS payments
- E. Records of restitution and court ordered monetary requirements
- F. Report of treatment programs or other special conditions of the court
- G. Reports of Violation
- H. Reports of Termination
- I. Date and time of each contact in field or office

Retain and maintain records on probationer's supervision and cost transactions involved in collection of Cost of Supervision for a period of not less than three years from the ending date of the probation.

**IV. REPORTS.** Provide to the Chief Judge of the FOURTH Judicial Circuit as well as the appropriate County Judges at a minimum a quarterly statistical report.

**NOTICE.** Pursuant to this agreement, notice shall be given in writing by U. S. Mail, certified return receipt requested, addressed as follows:

The "ARMY":

The Salvation Army

P. O. Box 52508

Jacksonville, Fl 32201

The "CHIEF JUDGE":

The Chief Judge of the Fourth Judicial Circuit

Jacksonville, Fl

The "COUNTY"

Nassau County Board of County Commissioners

P. O. Box 1010

Fernandina Beach, Fl 32034

**INSURANCE.** The Army shall be liable, and agrees to be liable for and shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Army in the course of the operations of this Contract.

**ENTIRE AGREEMENT.** This written agreement contains the sole and entire agreement between the COUNTY and the ARMY, and supersedes any and all other agreements between them.

**WAVIER OR MODIFICATION.** No wavier or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

**CONTRACT GOVERNED BY FLORIDA LAW.** This agreement and performance hereunder and all suits and special proceedings

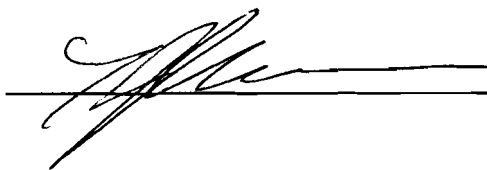
hereunder shall be construed in accordance with the law of the State of Florida.

**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.

**STATEMENT OF ASSURANCE.** During the performance of this Agreement, the ARMY herein assures the COUNTY that the ARMY is in compliance with Title VII of the 1964 Civil Rights Act as amended, and the Florida Human Rights Act of 1977 in that the ARMY does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ARMY'S employees or applicants for employment. The ARMY understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the ARMY herein assures the COUNTY that the ARMY will comply with Title VI of the Civil Rights Act of 1964 when federal grant (s) is/are involved. Other applicable Federal and State Laws, Executive Orders and Regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

IN WITNESS WHEREOF, the COUNTY has executed and signed this Agreement through its chairman, and duly attested by its Clerk and the ARMY has signed and executed this agreement, as set forth below.

ATTEST:

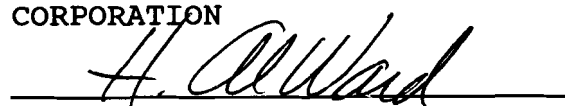


COUNTY: NASSAU COUNTY, FLORIDA



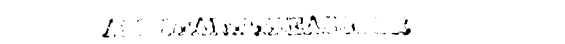
Chairman, Board of County  
Commissioners

ARMY: THE SALVATION ARMY, A GEORGIA  
CORPORATION



**E. ALWARD**

Print name of signer



Title

404 728-1300

Phone number of signer



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# CORRECTIONS DEPARTMENT

P.O. Box 52508, Jacksonville, Florida 32201

353-0971

Director Paula K. High

Contract State Community Work Release

County Probation Division

November 18, 1992

Mr. T.J. "Jerry" Greeson  
Ex-Officio Clerk  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, FL 32034

Dear Mr. Greeson:

Enclosed please find a fully executed copy of the contract between The Salvation Army and the Nassau County Board of County Commissioners. This contract is for Misdemeanor Probation Services for the Nassau County area.

If there are any questions, or if I can be of further assistance in this or any other matter, please do not hesitate to call me. I can be reached at (904) 353-0971. Thank you for your assistance in this matter.

Sincerely,

Paula K. High  
Director

PH/js

Enclosures