

STATE OF FLORIDA

**CONTRACT FOR A PILOT PROJECT
FOR PROBATION SUPERVISION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2010, by and between the Board of Commissioners County Commissioners of Sumter County (hereinafter referred to as the "County") and PROFESSIONAL PROBATION SERVICES, INC. (hereinafter referred to as "PPSI").

WITNESSETH:

WHEREAS, the County desires to enter into an agreement with PPSI for the purposes of a pilot project privatizing the supervision of certain non-violent offenders sentenced to probation supervision in Sumter County; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to enter into said contact with the County; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into this contract for the provision by PPSI of such probation services as required by the County;

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this contract, the parties hereto agree as follows:

DESIGNATION BY THE COUNTY

The County shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders under the jurisdiction and supervision of the County, as assigned to PPSI by the County for the duration of the pilot project.

OFFICE SPACE USAGE

During the period of service of the pilot project the County shall allow PPSI the use of its current probation office facility located at 115 North Florida Street, Bushnell, Florida. The County, at expense to the County, shall also ensure the continued and uninterrupted services of the building's utilities, including telephone and internet services during the pilot project term for use by PPSI.

ASSUMPTION OF COUNTY EMPLOYEES

During the period of service, PPSI agrees to manage and supervise the employment of certain employees of the County under Board of Sumter County Commissioners (BOCC) policies. PPSI Florida representative will coordinate with County Community Services Director to ensure the administration of BOCC policies during the pilot project. Said employees shall be those supervising those caseloads of offenders assigned to PPSI for supervision by the County as a result of the pilot project at the time of the pilot project's execution. Said employees shall work

under the task direction of PPSI, but shall remain employees of the County. The County shall invoice PPSI on a monthly basis the cost of employment of each employee assigned to PPSI. Said cost shall include and be limited to each employee's salary, tax expense (FICA), as well as the County's portion of each employee's Worker's Compensation Insurance. PPSI shall remit to the County, in the form of a check, payment for said employee related expenses, within five business days of PPSI's receipt of said invoice. The employees and amounts that the County shall invoice PPSI for shall be as follows:

Sumter County Misdemeanor Probation

Name	Position	Salary	9-month Compensation (1/1/11-9/30/2011)		
			FICA	Wkr Comp	TOTAL \$
Smith, Louise	Coordinator	36,627.20	2,801.98	381.00	39,810.18
Hall, Mary Ann	Staff Asst. II	25,685.60	1,964.95	18.00	27,668.55
Lineberry, Dawn	Staff Asst.I	18,794.72	1,437.80	13.00	20,245.52
Story, Randall	Officer	25,964.96	1,986.32	270.00	28,221.28
Thorpe, Debra	Officer	25,095.84	1,919.83	261.00	27,276.67
					143,222.20

Accordingly, the County shall invoice PPSI \$15,913.58 (\$143,222.20 divided by nine months) per month during the pilot project. Additionally, in the event that a staffer listed above resigns from or is terminated from his/her County employment during the pilot project, the County shall not replace said position and shall reduce the amount of its monthly invoice accordingly. PPSI reserves the right to assign any Sumter County probation staff under PPSI task supervision during the pilot project to other tasks with the PPSI organization as deemed necessary by PPSI and approved by County. When County staff travels from the office at 115 Florida Street, Bushnell, Florida, for training or to perform tasks, PPSI will reimburse the traveler at the current IRS rate for mileage.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the offenders placed on misdemeanor probation by the Court, which shall include the following particulars and in compliance with Florida Statutes 948.15:

- A. Comply with the standards and qualifications as set forth by the County for probation officer qualifications and standards of supervision. PPSI shall comply with the laws of the State of Florida in general and specifically comply with the following applicable provisions of Florida Law; s. 10, ch. 91-280; s.11, ch. 93-61; s. 42, ch. 95-283.
- B. Operate under the conditions as agreed to by and between PPSI and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services incorporated herein by reference for the provisions of services to offenders under the jurisdiction of the Court. Probationers shall be seen no less than once per month in the office. Existing PPSI staff will make field visits once monthly when

intensive supervision is ordered during the pilot project.

- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services. During the pilot project, County staff will either be trained to perform the program offerings as specified or programs will be conducted by existing PPSI staff when ordered.**
- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, as well as electronically. PPSI probation officers shall supervise no more than 250 basic probationers and/or pre-trial defendants and no more than 50 intensive probationers.**
- F. Provide timely and prompt reports as are, or may be required by the Court and the County during the period of the Pilot Project, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.**
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Pilot Project, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.**
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice.**
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.**
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached here to and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. PPSI shall supervise all offenders found by the Court to be indigent at no cost to the court or offender.**
- K. Submit a monthly written report to the Court and County on the amount of Court fines, costs and restitution Court ordered and collected from the offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and County by the end of the fifth working day of each month. All records of the entity must be open to inspection upon the request of the County, the Court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.**
- L. Tender all Court fines, cost and restitution ordered and collected during the previous month from the offender to the Court by the end of the fifth working day of each month.**

- M. Comply with all laws regarding confidentiality of offender records. PPSI staff shall meet qualifications and criminal record checks of staff in accordance with essential standards established by the American Correctional Association as of January 1, 1991.**
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Memorandum.**
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.**
- P. Upon the violation of any conditions of probation by supervised offenders, PPSI shall provide a refined process of warrant management and/or revocation. When a probationer seriously violates his/her sentence or absconds from supervision, PPSI staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant, affidavit of delinquency, tolling order (where appropriate), warrant information sheet, and any evidentiary documentation regarding the alleged probation violations. PPSI shall prepare all necessary paperwork for and attend all revocation/modifications hearings making recommendations as to any modifications or revocations.**
- Q. PPSI shall coordinate with the FDLE in order to become FDLE-certified for the purposes of obtaining the ability to obtain FDLE criminal history checks necessary to perform services under this Agreement. PPSI shall comply with and execute the Federal Bureau of Investigation Criminal Justice Information Services Security addendum in conjunction with the execution of this Agreement. All PPSI staff members who perform criminal history checks must take the FDLE CJIS certification class and recertify every two (2) years.**

PERIOD OF SERVICE

The performance of the aforementioned services (pilot project) shall commence on the **1st day of _____ January _____, 2011**, and shall continue until the project termination date of **September 30, 2011**.

Notwithstanding anything herein to the contrary, this contract and said Pilot Project may be terminated at any time, by either party, with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the non-terminating party.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the Court nor by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the Court or County.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the County determines there are deficiencies in the service and work provided

by PPSI, the County shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare PPSI in default and this contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this contract, the County may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this contract, and the County may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The County shall provide PPSI with a written receipt of those items over which the County assumes exclusive control. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the County or the Court at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the County or the Court thereafter to enforce same. Nor shall waiver by the County or the Court of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The Court's and the County's representatives shall have access on a weekday, other than a legal state, County or federal holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Memorandum, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Agreement and any subsequent agreements with the County, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident

General Liability	- \$ 500,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the County shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the County. In addition, PPSI agrees to indemnify and hold harmless the Court and the County, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives provided that said claims are as a result of negligence by PPSI. Further, the County is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the County. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Memorandum shall be binding on any successor to the undersigned official of the County. The provisions enumerated in this Memorandum shall be deemed valid insofar as they do not violate any County, State or Federal laws. In the event any provision of this contract should be declared invalid, the remainder of this contract shall remain in full force and effect.

NOTICE

Any notice provided for in this contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County: County Administrator
Sumter BOCC
7375 Powell Road, Suite 200
Wildwood, FL 34785

As to PPSI: John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION: _____

SUMTER COUNTY, FLORIDA

**Don Burgess, Chairman
Board of County Commissioners**

ATTEST:

DATE OF EXECUTION: _____

PROFESSIONAL PROBATION SERVICES, INC.

John C. Cox, Chief Executive Officer (SEAL)

ATTEST:
