

PROBATION SERVICES AGREEMENT

This Agreement is entered into by and between **LEVY COUNTY**, a political subdivision of the State of Florida (“County”) and **COUNTY PROBATION SERVICES, INC.**, a Florida corporation (“CPSI”) (collectively the “Parties”) effective as of August 18, 2024 (“Effective Date”).

RECITALS

WHEREAS, on August 19, 2014, the Parties entered into an Agreement for CPSI to provide probation services for misdemeanor offenses, which Agreement was approved by the County Judge as required by Section 948.15, Florida Statutes, effective at that time (the “Original Agreement”);

WHEREAS, on July 16, 2019, the Parties entered into an Amendment to the Original Agreement to extend the term and update the CPSI staff qualifications and background checks as required by revisions to Section 948.15, Florida Statutes;

WHEREAS, the Original Agreement, as amended, expires on August 18, 2024;

WHEREAS, the Board hereby finds that, pursuant to Section 948.15, Florida Statutes, misdemeanor probation services are a necessary service within the County, the Board does not have a probation program or staff to perform these services directly, and therefore, the Board desires to contract with a private entity to provide those services;

WHEREAS, the Board finds that CPSI has performed these services for many years by contract with the County in a competent and satisfactory manner, that CPSI is not paid from federal funds for these services, and that CPSI is the only reasonable and practicable source of such services in the County;

WHEREAS, based on the foregoing findings, the Board approves this Agreement as a Noncompetitive Procurement under Sec. 2-204(b) of the County Code; and

WHEREAS, the Parties desire to enter into this new agreement to incorporate necessary updates to state law, including approval of this Agreement by the Chief Judge of the Eighth Judicial Circuit as currently required by Section 948.15, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety into this Agreement.
2. **Scope of Services.** CPSI agrees to provide the following services for each

probationer assigned to probation for a misdemeanor offense:

- a. Prepare a written plan of needs, which is to be addressed during the period of supervision on each probationer and maintain it in the counselor's case file, and identify any needs not addressed by the applicable 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 and where appropriate make no less than one personal contact per month with the probationer by a supervising counselor to evaluate conformity with the applicable court order, provide an opportunity for counseling and collect cost of supervision fees assessed.
- d. Maintain monthly contacts with agencies that provide resources necessary to enforce the conditions of supervision and verify completion of programs by the probationer.
- e. Maintain close follow-up and enforce all ordered conditions or probation and enforce special conditions of probation including, but not limited to the following:
 - (1) Collect and disburse restitution to victims.
 - (2) Collect and disburse all fees, fines, court costs and other amounts included in the applicable court order.
 - (3) Placement in evaluation treatment programs.
 - (4) Assignment for Court ordered community service hours.
 - (5) Collect cost of supervision except when waived by the court.
- f. Prepare a report on violation and modification of probation, as appropriate, to the presiding judge and provide a recommendation for revocation of probation when a significant violation of the applicable court order has occurred.
- g. Collect no less than the court ordered minimum monthly cost of supervision fee from each probationer pursuant to Section 948.09, Florida Statutes, and maintain documentation of said payments.
- h. Maintain a separate file on each probationer as part of the Uniform File System and chronologically record date and time each contact is made. In addition to financial records, CPSI shall ensure each probationer's file includes the following:
 - (1) Court order relating to supervision.
 - (2) Intake and supervision report.

- (3) Monthly report.
- (4) Monthly receipts for cost of supervision payments.
- (5) Records of restitution and court-ordered monetary requirements.
- (6) Report of treatment programs or other special conditions of probation.
- (7) Reports of violation.
- (8) Reports of termination.
- (9) Date and time of each contact in the field or office.

(i) Maintain access to criminal history records of probationers through the records of the Clerk of Court and other available records of the State Court system.

(j) Maintain procedures for handling indigent offenders which ensure placement irrespective of ability to pay.

2. Staffing. CPSI shall maintain adequate staff to perform the Scope of Services. CPSI staff shall meet all qualifications necessary to provide the services pursuant to this Agreement, including criminal record checks.

3. Records.

a. All records of CPSI related to this Agreement and the Scope of Services provided shall be open to inspection upon the request of the County, Chief Judge, County Judge, Court Administrator, Clerk of the Court, State Auditor General, and the State Office of Program Policy Analysis and Government Accountability, or their duly authorized agents and representatives.

b. CPSI shall retain and maintain records on each probationer's supervision and cost transactions involved in collection of cost of supervision for a period of not less than three (3) years from the ending date of the probation.

4. Reporting. CPSI shall provide a quarterly statistical report to the Office of the Chief Judge of the Eighth Judicial Circuit, which report shall include the number of offenders supervised by CPSI, payment of the requirement contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated.

5. Remittance of Amounts Collected. CPSI shall remit to the Clerk of Court any amounts collected by CPSI from any probationer for fees, fines, or other costs imposed by a court order, which fees, fines or other costs imposed are ultimately intended to be paid to or through the Clerk of Court (herein "Clerk fees/fines"). CPSI shall remit such amounts to the Clerk of Court on a weekly basis, which remittances shall contain all the amounts for fees/fines collected by CPSI in the immediately preceding week.

6. Term; Expiration and Termination. The term of this Agreement shall begin Effective Date listed above and shall, unless terminated, remain in effect for a period of five (5)

years. On August 18, 2029, this Agreement will expire, unless the Parties agree in writing to extend the Term. In the event either County or the Chief Judge determines CPSI has failed to comply with its contractual obligations set forth herein, either shall provide written notice to CPSI who shall have sixty (60) days to correct the non-compliance. If correction is not timely made this Agreement may be terminated effective immediately by written notice from the Chief Judge or the County. Either Party may terminate this Agreement without cause upon sixty (60) days advance written notice to the other Party and the Chief Judge.

7. Independent Contractor and Indemnification. CPSI shall, for all purposes, be considered an independent contractor and not a County employee or County official. CPSI shall be liable for and shall indemnify, defend and hold County harmless for any and all claims, suits, judgments or damages including court costs and attorney fees, arising out of the acts or negligence of CPSI.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

Desiree Mills, Chair

Date:_____

ATTEST:
Danny Shipp, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

Danny Shipp

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

COUNTY PROBATION SERVICES, INC.

Jann Underwood, Director

Date:_____

This Agreement is approved by the undersigned Chief Judge as required by Section 948.15(3), Florida Statutes.

Honorable Mark W. Moseley
Chief Judge of the Eighth Judicial Circuit of Florida
Date: _____