

RESOLUTION NO. 2002- 177

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE CHAIRMAN TO ENTER INTO AMENDMENTS TO THE CONTRACT FOR MISDEMEANOR PROBATION SERVICES DATED JULY 17, 1999.

WHEREAS, St. Johns County, on behalf of the Seventh Judicial Circuit in and for St. Johns County (the "Court") has entered into a Contract For Misdemeanor Probation Services with Probation Plus Corrections Services; and

WHEREAS, the County is required by statute to act as a contracting party on behalf of the Court; and

WHEREAS, the Contract is administered by the Office of the Court Administrator of the Seventh Judicial Circuit (the "Court Administrator"); and

WHEREAS, the Court Administrator has requested the County to enter into an Amendment to the Contract for Misdemeanor Probation Services.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that the Chairman of the Board of County Commissioners of St. Johns County, Florida is authorized to execute the Amendments to Contract for Misdemeanor Probation Services dated July 17, 1999, attached hereto and incorporated herein by reference as Exhibit A.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 3rd day of September, 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

Rendition Date: 9-6-02

Amendments to Contract for Misdemeanor Probation Services
dated July 17, 1999

Pursuant to Article 17 of the Contract for Misdemeanor Probation Services in St. Johns County, Florida dated July 17, 1999, we the undersigned, hereby agree to amend said contract as stated herein.

Article I, Section E is amended to read:

E. **Job Assistance**

The contractor shall encourage unemployed probationers to improve the probationer's employability through schools and training. The Contractor shall provide services to all probationers in securing suitable employment.

Article I, Section H is amended to read:

H. **Supervision**

(1) Initial Intake and Counseling

The Contractor shall require an initial face to face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms/conditions of probation to the probationer in a manner that the probationer fully understands. The Contractor shall conduct a substance abuse evaluation of the probationer within fifteen (15) days of the initiation of probation, if ordered by the sentencing Court. The Contractor shall verify the probationer's actual home address and employment within (30) days of the initiation of probation, unless waived by the sentencing Court.

(2) Probation Supervision

In addition to the initial intake and counseling session noted above, the Contractor shall require a minimum of one monthly face to face contact with all probationers. The Contractor, or the sentencing Court, may require more frequent face to face contacts. The Contractor shall also require probationers to transmit monthly reports with all appropriate restitution and supervision costs to the Contractor's office. Attendance by probationers at court ordered counseling sessions is in addition to required contacts with the Contractor.

(3) Electronic Monitoring

In addition to activities noted in (1) and (2) above, the Contractor shall electronically monitor probationers, if ordered by the sentencing Court. Costs of electronic monitoring shall be borne by the probationers and shall be in addition to cost of supervision fees.

Article I, Section K is amended to read:

K. **Violation of Probation**

When a violation of any terms/conditions of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within fifteen (15) days of occurrence. If the affidavit recommends revocation of a probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor letterhead outlining in detail the efforts made the Contractor to seek compliance with the terms/conditions of probation.

Article I, Sections L, M & N are redesignated as Article I, Sections M, N & O respectively.

Article I, Section L is amended to read:

L. **Termination of Probation**

Upon completion of all terms of probation, the Contractor shall transmit a letter of termination to the sentencing Court on Contractor letterhead. In the event the Contractor recommends termination of probation prior to the probationer having completed payment of restitution, fines or court costs, without notifying the sentencing Court that the conditions have not been completed, the Contractor shall be responsible for the payment of any remaining restitution, fines or court costs, unless waived for good cause, by the sentencing Court.

BY:

ST. JOHNS COUNTY

Jamere Bryant
Chair, Board of County Commissioners

9-6-02
Date

Attest: Cheryl Strickland,
Clerk of Court.

Patricia Ste. Grande
Deputy Clerk

CONTRACTOR

Registered Name

Authorized Representative

Title

Date

Administrative Circuit Judge,
St. Johns County

Date

Administrative County Judge,
St. Johns County

Date