

BOARD OF COUNTY COMMISSIONERS

DATE: September 10, 2015

AGENDA ITEM NO. 20

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature: 

Subject:

Interlocal Agreement with the Pinellas County Sheriff's Office for Misdemeanant Offender Supervision Services.

Department:

Justice and Consumer Services

Staff Member Responsible:

Michael Cooksey, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE INTERLOCAL AGREEMENT WITH THE PINELLAS COUNTY SHERIFF'S OFFICE (PCSO) FOR THE FISCAL YEAR 2016 (FY16) MISDEMEANANT OFFENDER SUPERVISION SERVICES. IT IS FURTHER REQUESTED THE CHAIR BE AUTHORIZED TO SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

This is an agreement for PCSO to provide Misdemeanant Offender Supervision Services in the County. The Sheriff's Misdemeanant Probation Unit's purpose is to monitor misdemeanor offenders sentenced in the County Court to ensure compliance with conditions imposed by the Court, provide assistance to offenders through referrals to social service agencies and administer a specialized program of intensive supervision to offenders who pose a high risk to public safety. PCSO operates a urinalysis collection site and laboratory that ensures all offenders remain free of illegal drugs and/or alcohol.

From September 1, 2014 through June 26, 2015, there were 4,454 probationers that reported at the direction of the Court, with 2,674 being new clients. The Misdemeanor Probation Unit averages 297 new probationers monthly. Currently, there are 2,049 individuals on active probation, with 629 on active pre-trial intervention. The period of this agreement is October 1, 2015, until September 30, 2016.

Fiscal Impact/Cost/Revenue Summary:

PCSO budgeted \$1,779,861.00 for these services in their FY16 budget and each probationary misdemeanor pays \$55 per month for cost supervision and other miscellaneous fees. The County has no fiscal impact as the fees collected by the Sheriff cover the cost for this program.

Exhibits/Attachments Attached:

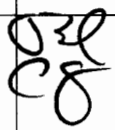
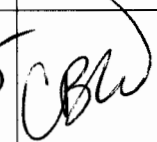

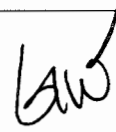



Contract Review Transmittal Slip
Interlocal Agreement for Misdemeanant Services

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**PROJECT: Interlocal Agreement with the Pinellas County Sheriff's Office for Misdemeanant Offender Supervision Services****CONTRACT NO.: N/A****ESTIMATED EXPENDITURE / REVENUE: \$0.00***(Circle or underline appropriate choice above.)*

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

Two original copies of FY16 Misdemeanant Offender Supervision Services Interlocal Agreement.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Mike Cooksey Justice & Consumer Svc.	7/21/15			
Finance:** Cassandra Williams	7/24/15			
OMB:** Bill Berger	7/28/15		See attached.	Change Made ME
Risk Mgmt: Virginia Holscher	7/31/15		Public Entity → Public Entity	OK at 7/30/15
Legal: Carl Brody	8/4/15			
Assistant County Administrator: Paul Sacco 	8/12/15		See Doc	OK Changes made - MK for ME

Please return to Justice and Consumer Services By August 3, 2015.
All inquiries should be made to Marie Elam ext. 46433.

** See Contract Review Process

OMB Contract Review

Contract Name(s)	Interlocal Agreement with the Pinellas County Sheriff's Office (PCSO) for Misdemeanant Offender Supervision Services		
CATS#	47716	Contract #	Interlocal Agreement

Mark all Applicable Boxes:

Type of Contract									
CIP		Grant		Other	x	Revenue		Project	

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	Interlocal Agreement
Fund(s)	0001	Amount of Change	
Cost Center(s)	990001	Contract Amount	
Program(s)	9890	Amount Available	Total:
Account(s)	TBD	Included in Applicable Budget? (Y/N)	Yes
Project(s)	N/A	Required \$ Match (grants)	N/A
Fiscal Year(s)	FY16		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This agreement is for the PCSO to provide Misdemeanant Offender Supervision Services in Pinellas County. The Sheriff's Office previously took over provision of the service previously provided by the Salvation Army. PCSO has included the expense and associated revenue in its FY16 budget. There is \$1,779,861 for FY16 according to the most recent copy of their budget received to date. These funds are not separately budgeted (in the BCC budget system) but have been incorporated in the Sheriff's Judicial Operations budget of \$21,846,830.

This Interlocal Agreement will begin October 1, 2015, and end September 30, 2016. The County has no fiscal impact; to the fees being collected by the Sheriff covers the cost of this program.

Required Action:

- 1) Update Agenda Memo to reference the correct amount, \$1,779,861, budgeted for FY16.

Analyst: Fredricka Jones 07/28/15

Ok to Sign: ☒

**MISDEMEANANT OFFENDER SUPERVISION SERVICES
INTERLOCAL AGREEMENT**

THIS AGREEMENT, entered into by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and the PINELLAS COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF", collectively called the "PARTIES".

W I T N E S S E T H:

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Criminal Court within the Sixth Judicial Circuit, hereinafter referred to as the "COURT"; and

WHEREAS, Section 948.15(2) Florida Statutes, states that misdemeanor probation services may be provided by a public entity under the supervision of the COURT; and

WHEREAS, the COURT seeks an entity to provide certain probation services for the efficient administration of justice within this Circuit; and

WHEREAS, the SHERIFF has agreed to provide misdemeanor probation services in Pinellas County; and

WHEREAS, the County Judges of the COURT request that the SHERIFF implement certain probation supervision procedures; and

WHEREAS, the COUNTY and the SHERIFF have a shared interest in ensuring project success.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the PARTIES hereto covenant and agree as follows:

Section 1. SCOPE OF SERVICES

The SHERIFF agrees to the following:.

- (a) Prepare a Referral and Information Report for each probationer which outlines the requirements to successfully complete probation.
- (b) Maintain regular contact for counseling with each probationer and make follow up contact as appropriate.
- (c) Record all progress the probationer has made toward completion of the conditions of probation, including: Restitution, Fines and Court Costs, Evaluation and Treatment Programs, Community Service Hours and Cost of Supervision (COS).

(d) Maintain a digital file on each probationer as a part of a uniform file system. The Probationer's file should include:

1. Clerk's Transmittal or Court Order relating to supervision
2. Referral and Information Report
3. Monthly report or mail-in report
4. Record of COS payments, if applicable
5. Records of restitution payments
6. Satisfaction of Court-Ordered conditions , if applicable
7. Reports of violation or reports of termination, as appropriate
8. Record of the date and time of each contact in field or office

Section 2. TERM AND RENEWAL

The term of this AGREEMENT shall begin October 1, 2015 and continue in effect thereafter through September 30, 2016, unless hereafter extended upon such terms and conditions as the PARTIES hereto may later agree.

Section 3. TERMINATION OF AGREEMENT

Either PARTY may terminate this AGREEMENT without cause upon written notice. Said written notice shall be given not less than thirty (30) days prior to the requested termination date.

Section 4. FISCAL NON-FUNDING CLAUSE

In the event that sufficient budgeted funds if applicable are not available, the COUNTY shall notify the SHERIFF of the occurrence, and this AGREEMENT shall terminate accordingly.

Section 5. RECORDS

The COUNTY, the COURT and the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof shall have access to all records of the SHERIFF as relates to this project. The SHERIFF shall retain and maintain records on probationer's supervision and the collection of the cost of the supervision for a period of not less than five (5) years from the ending date of the probation. All records shall be subject to audit by the COUNTY pursuant to Pinellas County Ordinance 94-51.

Section 6. STAFFING

The SHERIFF agrees to provide the COUNTY with the following information:

- (a) A list identifying staff members
- (b) The types of services and the fees for the services the Sheriff provides for court ordered services.

Section 7. EXCLUSIONS

Nothing in this AGREEMENT shall be interpreted or construed to prevent the Court from utilizing other entities or persons for probation supervision services.

Section 8 NON-ASSIGNABILITY

Neither PARTY shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent, which consent may be withheld within the sole discretion of a PARTY.

Section 9. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the PARTIES hereto any right or cause of action or damages claimed against any of the PARTIES to this Agreement arising from the performance of the obligation and responsibilities of the PARTIES herein.

Section 10. LIAISON/CONTACT PERSON

The PARTIES have designated the following persons as their liaison contact person for this Agreement:

Board of County Commissioners
Mark S. Woodard, County Administrator, or his designee
315 Court Street
Clearwater, FL 33756
Phone: (727) 464-3485

Pinellas County Sheriff's Office
Bob Gualtieri, Sheriff, or his designee
P.O. Drawer 2500
Largo, FL 33779-2500
Phone: (727) 582-6200

Section 11. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the PARTIES and may be modified or amended only by a document in writing executed by the PARTIES.

Section 12. SEVERABILITY

If any one or more of the Covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements

or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

Section 13. GOVERNING LAW

(a) The laws of the State of Florida shall govern this Agreement.

(b) This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.

(c) The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

ATTEST:


CLERK OF CIRCUIT COURT
KENNETH BURKE

BOARD OF COUNTY COMMISSIONERS
PINELLAS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
JOHN MORRONI, Chair of the
Board of County Commissioners


APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By:  _____
County Attorney

ATTEST:

PINELLAS COUNTY SHERIFF'S OFFICE

By: _____
Witness

By:  _____
Bob Gualtieri, Sheriff