

**2019 – 2020 AGREEMENT FOR CHAPLAIN SERVICES AT
LAKE COUNTY DETENTION CENTER**

This Agreement is entered as of the last date written below by and between Peyton C. Grinnell, as Sheriff of Lake County, Florida, (hereinafter referred to as SHERIFF) and The Good News Jail & Prison Ministry, a non-profit corporation, with its principal place of business at 2704 Enterprise Parkway, Henrico, Virginia, (hereinafter referred to as MINISTRY).

WITNESSETH:

WHEREAS, as part of his duties and responsibilities, SHERIFF, as the Chief Correctional Officer in and for Lake County, operates and controls the Lake County Detention Center (hereinafter referred to as CENTER);

WHEREAS, SHERIFF desires to provide counseling and related services to the inmates housed at CENTER; and

WHEREAS, MINISTRY'S primary mission is to provide inmate counseling services and is qualified to do so;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.
2. MINISTRY Responsibilities: MINISTRY shall designate and provide to the inmates at CENTER a qualified Chaplain who shall perform various counseling and educational services to the inmates. Chaplain will provide a minimum of 325 hours per quarter of direct, personal involvement and contact with the inmates receiving services. Should this minimum contact not be achieved, the quarterly payment will be reduced at the rate of \$23.08 per hour. At the end of each quarter, MINISTRY will submit a report detailing the assigned Chaplain(s) contact hours spent in CENTER. Such services to be performed shall include, but are not limited to the following:
 - a. Individual and group counseling;
 - b. Small group counseling sessions;
 - c. Church/religious services;
 - d. Special personal growth seminars;
 - e. Special holiday activities; and
 - f. Death notification or crisis intervention.
3. Requirements of Accounting: The Chaplain assigned by MINISTRY to this agreement shall provide a monthly accounting for time and activities to SHERIFF through CENTER administration or his/her designee.
4. Payment for Services: SHERIFF shall pay MINISTRY the sum of Thirty Thousand Dollars (\$30,000) for the services rendered pursuant to this agreement with such sum to be paid in quarterly installments of Seven Thousand Five Hundred Dollars (\$7,500) beginning at the end of the first quarter of this agreement. Said sum shall be inclusive of all costs and expenses incurred by MINISTRY.

5. Independent Contractor and Hold Harmless: MINISTRY, and the Chaplain(s) assigned to fulfill MINISTRY'S obligations under this Agreement, are independent contractors and are not employees of SHERIFF. MINISTRY understands and agrees that SHERIFF will make best efforts to protect the safety of the Chaplain(s) assigned while in CENTER; however, SHERIFF cannot guarantee their safety. MINISTRY agrees to be fully responsible for any injuries to the Chaplain(s) assigned. MINISTRY further agrees to hold harmless and indemnify SHERIFF for any injuries, including death, that may occur while MINISTRY and/or the assigned Chaplain(s) is(are) in CENTER pursuant to this Agreement.
6. Duration of Agreement: The term of this agreement is from October 1, 2019 through September 30, 2020.
7. Termination of Agreement: Either party may terminate this agreement, with or without cause, upon thirty (30) days written notification to the other party. In the event of early termination of this agreement, the parties agree to a pro rata payment for services already provided by MINISTRY or a pro rata refund for payment already made by SHERIFF for services not yet provided by MINISTRY.
8. Amendments or Modifications: This agreement may be modified by mutual agreement, in writing, between the parties. Further, the parties agree and reserve the right to renegotiate the provisions of this agreement if operation hereunder is impractical or if there is a revision of any applicable laws or regulations making changes necessary.
9. Absence of Regularly Assigned Chaplain: It is understood that the assigned Chaplain will be permitted a reasonable amount of absences from his assigned duties in accordance with the minimum hourly requirements as stated in item 2, because of attendance at MINISTRY Annual Conference or because of prescribed annual or sick leave or emergencies beyond his control. During all periods of absence, MINISTRY agrees to, and shall ensure that, appropriate and sufficient replacement services are provided.
10. Sovereign Immunity and Venue: This agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity pursuant to the Florida Constitution and §768.28, Fla.Stat. There are no intended third party beneficiaries to this agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement any rights, benefits, or privileges to rely on or demand performance of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, via the signatures of the persons named below who are their authorized representatives, agree to be bound by this agreement as set forth above.

Good News Jail & Prison Ministry

By: 
Jonathan M. Evans
President

Date: 09/18/2019

Lake County Sheriff

By: 
Peyton C. Grinnell
Sheriff, Lake County, Florida

Date: 9/18/19