

## CONTRACT FOR PROBATION SERVICES

**WHEREAS**, the Municipal Court of Sky Valley, Georgia and the City of Sky Valley, Georgia, desire to contract with a probation company to provide probation supervision, counseling, collection services for all fines and other probation services for persons convicted in the Municipal Court and placed on probation;

**WHEREAS**, the parties desire to enter into a contract for probation supervision services to govern the duties and obligations of each party;

**NOW THEREFORE**, pursuant to O.C.G.A. 42-8-101, the City of Sky Valley, Georgia (hereinafter referred to as the "City"), the Municipal Court of Sky Valley, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor") do hereby agree and contract that:

1.

Contractor shall provide probation services and programs for the Court as follows:

- A. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours' annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the forty (40) hour initial orientation). All newly hired administrative employee, agents, interns, or volunteers will complete a sixteen (16) hour initial orientation program within six (6) months of appointment and eight (8) hours' annual in-service continuing education training.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the Contract, 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. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.
- H. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The accuracy of billing is to be

- confirmed by providing a copy of the services and attending costs to the offender. Current program services/costs are outlined in Exhibit A (Cost/Fee Schedule.)
- I. Submit monthly reports to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports shall be provided to the Court and City by the tenth (10th) day of the following month.
  - J. Tender all Court fines, costs and restitution ordered and collected during the month from the offender to the City by the 10th day of the following month. Collect and tender all GCVEF payments to the state as mandated by law.
  - K. Comply with all laws regarding confidentiality of offender's records.
  - L. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
  - M. Collect all fines, costs and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by Contractor. A probation fee of forty dollars (\$40.00) per month may be assessed against the offender, to be collected by Contractor for each month or partial month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which provides that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
  - N. Provide an ongoing offender monitoring program which accounts for activities of offenders serving their sentence on probation and delinquency reports to the Court advising of violations and proceed with revocation procedures based on direction of the Court.
  - O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on ability to pay per O.C.G.A. 42-8-102.
  - P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the contract and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00).
  - Q. Active supervised caseloads will not exceed 300 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Court's approval. Out of area reporting shall be completed by telephone, Smartphone App, online or written report a minimum of once per month.
  - R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court, and in compliance with O.C.G.A. 42-8-102(f). Contractor shall prepare probation violation warrants and orders for submission to the Court, and any required notices and affidavits required by O.C.G.A. 42-8-102(f). Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court.
  - S. Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after twelve (12)

consecutive months of probation as required by statute, and every four (4) months thereafter for the possibility of early termination recommendation.

- T. Pre-Trial Diversion Supervision. Contractor shall monitor and supervise pre-trial diversion participants to ensure compliance with the pre-trial supervision program order and requirements.

2.

The Court hereby designates CSRA Probation Services, Inc. as the exclusive entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Contract.

3.

This Contract shall be binding on the parties hereto for a period of one (1) year commencing on January 1, 2018 and shall expire on December 31, 2018. This Contract shall automatically renew for successive one (1) year periods thereafter under the same terms and conditions as provided for herein unless written notice is provided to the other party no less than thirty (30) days prior to commencement of the renewal term. Said renewal periods shall not exceed five (5) years. Either party may terminate this Contract for any reason and at any time by giving the other party sixty (60) days written notice. Non-renewal notices shall be sent via U.S. certified mail, return receipt requested, as follows:

To the City:

City of Sky Valley  
3444 Hwy 246  
Sky Valley, GA 30537

To CSRA Probation Services, Inc.:

CSRA Probation Services, Inc.  
802D Oakhurst Dr.  
Evans, GA 30809

4.

The Court may terminate this contract if Contractor becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Either party may terminate this Contract for default by giving the other party written notice by certified mail (return receipt requested) thereof, specifying each particular default. If the defaulting party fails to cure or take reasonable steps to cure the default within thirty (30) days after receipt of notice, the other party may declare the Contract terminated.

5.

Neither the Court nor the Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants in the performance of services. Contractor shall indemnify and hold harmless the Court and City, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees and agents under the terms of this contract.

6.

No amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

7.

The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any local, state, or federal laws.

**IN WITNESS THEREOF**, the parties hereto have executed this Contract on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF SKY VALLEY

BY: *Robert MacNair*  
~~Hugh Goodgame, Mayor~~  
*Robert MacNair, Mayor*

ATTEST:

*Gilla Fast*  
Clerk

APPROVED BY: \_\_\_\_\_  
Honorable Robert Sneed, Chief Judge  
Municipal Court of Sky Valley, Georgia

CSRA PROBATION SERVICES, INC.

BY: *Michael Popplewell*  
Michael Popplewell  
President

**EXHIBIT A  
COST AND FEE SCHEDULE**

**STANDARD SUPERVISION & MONITORING SERVICES**

<b>SERVICE</b>	<b>RATE</b>
Probation Supervision Fee	\$40.00 per month
Pre-Trial Diversion Supervision Fee	\$40.00 per month
Drug Testing	\$20.00 per test
Lab Confirmation	\$25.00 per confirmation
Electronic Monitoring RF	\$8.00 per day \$25.00 installation fee
Electronic Monitoring - GPS Active	\$10.00 per day & \$25.00 installation fee
Alcohol Monitoring – Random	\$8.00 per day & \$25.00 installation fee
Alcohol Monitoring – Continuous (SCRAM)	\$12.00 per day & \$25.00 installation fee

**PROGRAM / EDUCATIONAL SERVICES**

<b>SERVICE</b>	<b>RATE</b>
American Community Corrections Institute: Life skills Self-Directed Learning Course	\$60.00 per course