STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-077

A RESOLUTION APPROVING THE CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

WHEREAS, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, under City Charter Section 5.13(c), the municipal court has the authority to fix punishment for offenses within its jurisdiction and to provide for alternative sentencing; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Contract for Probation Supervision and Rehabilitation Services to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.

2. The Mayor is authorized to enter into a Contract for Probation Supervision and Rehabilitation Services, as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."

3. The Interim City Attorney and the municipal judge shall review and approve the Contract for Probation Supervision and Rehabilitation Services before it is executed.

4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

6. Unless specifically specified elsewhere in this resolution or in the Contract, the effective date of this Resolution shall be November 28, 2017.

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The foregoing Resolution No. **2027-077**, was adopted on **November 28, 2017** was offered by Councilmember **Willis,** who moved its approval. The motion was seconded by Councilmember **Jackson,** and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	Absent	
Rosie Jackson	√	
khalid kamau		√
Mark Baker	√	

THIS RESOLUTION adopted this **28th** day of **November 2017. CITY OF SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this 1 day of December, 2017, by and between the City of South Fulton, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the South Fulton Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.

B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.

C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.

D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.

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 in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.

G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.

H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.

I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.

J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.

K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.

M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.

N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.

O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand

($100,000.00) dollars as surety for the satisfactory performance of the Contract.

P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.

R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.

S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.

T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.

U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.

V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.

W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.

X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.

Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the South Fulton Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the solicitor and with the advice and express written consent of the solicitor, which is now given, the City designates PPSI as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of December, 2017, and shall continue with a specific expiration date of the 30th day of November, 2018, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms on December 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. Notwithstanding anything herein, this contract may be terminated by the City without cause upon giving a thirty (30) day written notice to PPSI of its intention to do so.

The City shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the South Fulton Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Fulton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- $ 100,000 each accident
	- $ 500,000 each occurrence
General Liability	- $1,000,000 each occurrence
Personal & Advertising Injury	- $1,000,000 each occurrence
Professional Liability	- $1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:	The City of South Fulton 5440 Fulton Industrial Boulevard Atlanta, GA 30336
As to PPSI:	Professional Probation Services, Inc. 1770 Indian Trail Road, Suite 350 Norcross, Georgia 30093 Attn: John C. Cox, President

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the 1st day of December, 2017.

THE CITY OF SOUTH FULTON

William Edwards, Mayor

PROFESSIONAL PROBATION SERVICES, INC.

John C. Cox, President

APPROVED BY THE SOUTH FULTON MUNICIPAL COURT

Tiffany Sellers, Chief Judge

Solicitor

Specifications for Services

Pay-Only Probation Supervision	**$0.00 – First Month, then $40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.**
Basic Probation Supervision	**$40.00 per month**
Intensive Probation Supervision	**$45.00 per month with field visits**
Indigent Supervision	**$0.00** – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	**$40.00 per month**
Electronic Monitoring	**Random Breath Alcohol Monitoring ($9.00 per day + $50.00 Activation Fee)** **Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.** **GPS Monitoring ($10.00 per day + $50.00 Activation Fee)** **A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones** **Trans-dermal Alcohol Monitoring ($12.00 per day + $50.00 Activation Fee)** **The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.**
On-Site, Multi-Panel Drug Screen	**$15.00**
Termination Letter Administrative Fee	**$10.00 (If applicable)**
Community Service Work Coordination	**No Cost**
Restitution Collection - Direct Disbursement to Victim	**No Cost**
Court and On-Line Access to the PPSI Offender Management Computer Program	**No Cost** **For 24/7 Internet Access to all Offender Data and Activity**
Transfer of Supervision	**No Cost to any of our more than 40 locations nationwide**
Resume and Interview Skills Development with Job Placement Assistance	**No Cost**
Indemnification of the Court, and Naming the Court as an Additional Insured	**No Cost – Professional and General Liability**