

CONTRACT FOR PROBATION SUPERVISION SERVICES

Pursuant to O.C.G.A. 42-8-101(a)(1), Senoia, Georgia (hereinafter referred to as the "City"), the Municipal Court of Senoia, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor") do hereby agree and contract that:

1. SCOPE OF SERVICES

The Contractor shall provide the following probation services and programs for the Municipal Court of Senoia, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications and as set forth by the Misdemeanor Probation Oversight Unit.
- 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 40-hour initial orientation). All newly hired administrative employee, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area, in a locked file cabinet or safe.
- 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.
- K. Collect and tender all GCVEF payments to the State as mandated by law.
- L. Comply with all laws regarding confidentiality of offender's records.
- M. 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 CSRA Probation Services, Inc. A probation fee of forty dollars (\$40.00) per month may be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each 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 states 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. Caseload Levels: 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 report 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.
- S. Consecutive cases: 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.

2. CONTRACT TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive private 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 Agreement. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, state, or federal laws.

This agreement shall be binding on the parties hereto for a period of one year commencing on January 1, 2021 and shall expire on December 31, 2021.

Notwithstanding the date of the expiration of the Contract, this Contract shall automatically renew under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party thirty (30) days prior to the date of expiration. Said contract period shall not exceed five (5) years. Either party may terminate this agreement by giving the other party thirty (30) days' written notice.

The Court may terminate this agreement if CSRA Probation Services, Inc. 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 party in fault 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 effective upon receipt of notice thereof.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, 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 CSRA Probation Services or its employees and agents under the terms of this Agreement.

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.

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

Court
505 Howard Rd.
Senolia, GA 30276

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

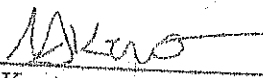
{SIGNATURE PAGE FOLLOWS}

IN WITNESS THEREOF, the parties hereto have executed this contract on this the _____ day
of _____, 2020.

ATTEST:

BY: _____
Mayor
Senoia, Georgia

BY: _____
Judge Sharon I. Pierce
Municipal Court
Senoia, Georgia

BY: 
Ginny D. Kent
Chief Executive Officer
CSRA Probation Services, Inc.

Approved as to form:

Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

EXHIBIT A
COST AND FEE SCHEDULE

STANDARD MONITORING SERVICES

SERVICE	RATE
Probation Supervision Fee	\$40/month
Drug Testing	\$20/test
Lab Confirmation	\$25/confirmation
Electronic Monitoring RF	\$25 install fee, \$10/day
Electronic Monitoring - GPS Active	\$25 install fee, \$12/day
Alcohol Monitoring - Random	\$5 (combined w/ RF)
Alcohol Monitoring - Continuous (SCRAM)	\$25 install fee, \$10/day
Bond Supervision Fee	\$40/month

GROUP PROGRAM / EDUCATIONAL SERVICES

SERVICE	RATE
ACCI Offender Education Workbook Course	\$60/course