

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE AN AGREEMENT FOR PROBATION SERVICES
BETWEEN INTEGRITY SUPERVISION SERVICES, LLC AND THE CITY OF
SANDY SPRINGS, GEORGIA**

WHEREAS, the current contract for probation services provided to the Municipal Court of Sandy Springs, Georgia ("Court") is approaching expiration, and any subsequent contract for probation services is anticipated to have an effective date of July 1, 2016; and

WHEREAS, requests for proposal ("RFP") were issued for probation services, and four valid proposals were submitted; and

WHEREAS, the Evaluation Committee made a comprehensive review of the four proposals and conferred the highest rating to Integrity Supervision Services, LLC; and

WHEREAS, Integrity Supervision Services, LLC is a Georgia limited liability company set up for the purpose of providing probation supervision, counseling, collection of monies to be paid by a defendant and other probation services for persons convicted of misdemeanors in the Court; and

WHEREAS, The Court has been duly authorized by O.C.G.A. §42-8-101 to enter into services for a probation system for the purpose of providing probation supervision, counseling, collection of monies to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted in the Court and placed on probation; and

WHEREAS, the City has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with a service provider to provide probation services to misdemeanor probationers; and

WHEREAS, the probation services provided by Integrity Supervision Services, LLC shall be paid directly by the probationer to Integrity Supervision Services, LLC; and

WHEREAS, the Court desires that the agreement attached hereto be entered into with Integrity Supervision Services, LLC to perform probation services as of July 1, 2017 and continuing through June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, THAT:

1. The attached Agreement by Integrity Supervision Services, LLC is hereby approved; and
2. A copy of this Resolution shall be attached to the Agreement as Exhibit "B"; and

RESOLUTION NO. 2016-06-60

3. The City Manager and the City Attorney are hereby authorized to make minor revisions to the Contract and to take such other actions deemed necessary or prudent to effectuate the intent of this resolution; and
4. The City Manager is hereby authorized to execute the Agreement evidencing the City's consent thereto.

RESOLVED this the 7th day of June, 2016.

Approved:



Russell K. Paul, Mayor

Attest:



Michael D. Casey, City Clerk

(Seal)



**AGREEMENT TO
PROVIDE PROBATION SERVICES
TO THE MUNICIPAL COURT
OF SANDY SPRINGS, GEORGIA**

THIS AGREEMENT is made to be effective as of the 1st day of July, 2016, by and between the **City of Sandy Springs**, (hereinafter referred to as the "Court"), and **Integrity Supervision Services, LLC** located at 1060 Cambridge Square, Suite B, Alpharetta, GA (hereinafter referred to as "Contractor").

WITNESSETH:

THAT WHEREAS,

The Court has been duly authorized by O.C.G.A. § 42-8-100 to establish services for a probation system for the purpose of providing probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted in the Court and placed on probation;

The Court has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with Contractor to provide probation services, upon the terms and conditions set forth herein, to misdemeanor probationers. In no event will Contractor be charged with the responsibility of supervising a felony sentence unless authorized to do so by law;

Contractor is a duly registered corporation with the Georgia Secretary of State and is registered and in good standing with the Department of Community Supervision; and

Contractor is professionally staffed and desirous to conduct misdemeanor probation services to said entities as described in Paragraph 1.

NOW THEREFORE, the Court and Contractor do hereby agree as follows:

ARTICLE ONE

Requirements

1. Probation Officers providing services to the Court shall be at least twenty-one (21) years of age at the time of appointment to the position of probation officer and at a minimum have completed a standard two-year college course or possess four years of P.O.S.T. law enforcement experience.

2. Contractor shall provide an initial forty (40) hours of orientation training to all probation officers and twenty (20) hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council.
3. Contractor shall require criminal record checks of all staff providing services to the Court and no person who has been convicted of a felony, a misdemeanor marijuana offense within the preceding sixty (60) months, or a misdemeanor requiring proof or admission of an act of violence, dishonesty or making a false statement shall be employed as a probation officer.
4. Contractor certifies that to the best of its knowledge, no employee, volunteer or agent of the Court, the governing authority nor any of its members, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of the Agreement.
5. Contractor will at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments which may in any manner affect the performance of this Agreement.
6. Contractor shall comply in all respects with O.C.G.A. § 42-8-100, et seq., as may be amended from time to time, as well as all standards and qualifications and all Rules and Regulations promulgated by the Board of Community Supervision.
7. The provisions set forth in O.C.G.A. § 42-8-100, et seq., as may be amended from time to time, shall control if any of the provisions set forth in this Agreement should be in conflict therewith.

ARTICLE TWO

Services by Contractor

Contractor agrees to provide the following services for and on behalf of the City of Sandy Springs Municipal Court:

1. Attend regularly and especially (when necessary) scheduled Court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to Contractor at least 30 days in advance.
2. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order

relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.

3. Monitor and supervise probationers to ensure compliance with the Court's order. Complete a supervision assessment of the probationer to determine an appropriate reporting schedule. Collect from probationers court ordered fines, restitution and other costs associated with the order of the Court.
4. Prepare referrals and lend assistance to probationers either ordered to receive or desiring counseling or employment assistance. Probationers identified by the Court as having special treatment and/or education needs will be referred to appropriate community programs and their progress followed and noted in their case record.
5. Drug counseling and urine surveillance will be provided to probationers identified by the Court as having drug or alcohol related problems. Probationers will assume the cost of random drug and/or alcohol testing.
6. Provide electronic monitoring services to the Court and governing authority at the direction of the Court.
7. Provide supervision and monitoring of defendants under pre-trial diversion/supervision.
8. Coordinate community service work with local community service agencies as ordered by the Court as a condition of probation. Contractor will coordinate community service work that is reasonably consistent with those duties performed by regular, unskilled laborers.
9. Maintain case files for each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and the amounts and dates of money collected.
10. All reports, papers, records, and files of whatever kind relative to the supervision of probationers are confidential and except as provided in subsection (a) of O.C.G.A. § 42-8-108 and subsection (b) of O.C.G.A. § 42-8-109.2, shall be available only to the affected governing authority, or an auditor appointed by such governing authority, the judge handling a particular case, the Department of Audits and Accounts, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the Board of Community Supervision.
11. Provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected so the Clerk will be notified as to when to remit monies owed to other authorities for which monies are collected.
12. Provide reports summarizing the number of offenders supervised by Contractor, the amount of fines, statutory surcharges, and restitution collected, and the number of probationers for whom supervision has been terminated on a monthly basis.

13. Contractor will maintain collected fines and fees in a Court approved banking institution and will disburse all fines and fees collected each month in the manner directed by the Clerk of Court. If an account is deemed uncollectible, in whole or in part, Contractor will disburse all collected funds pursuant to a Court order.
14. Reconcile all records with the Clerk's office on a monthly basis. Records will be available on any given day, which reflect Contractor's liability to the Court.
15. Disburse funds to recipients of restitution on a monthly basis as these funds are collected.
16. Assist the Court and law enforcement authorities in tracking absconders through the submission of a report that details the probationer's personal history and employment information, the circumstances of his/her violation and his/her last known whereabouts.
17. If a determination is made by Contractor that the probationer is lacking the resources to be able to make weekly or monthly payments, every effort will be made to convert the remaining fines, costs, etc. to community service hours. With the approval and order of the Court, probationers will be allocated the equivalent of a monetary value determined by the Court to one (1) hour of community service.
18. At any point in time prior to, but no later than, the mid-point juncture of any probation case in which the probationer is in material violation of the conditions of probation ordered by the Court, Contractor shall take the appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court.
19. If probationer commits material violations of the conditions of probation ordered by the Court after the mid-point juncture of the case, Contractor shall immediately take the appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court."
20. Make every effort to provide consistent supervision so that each Probationer shall have only one probation officer during the term of probation and that no probation officer shall have more than two hundred fifty (250) active probationers assigned to him or her at any given time.
21. In the event of a material default of any of the provisions of this Agreement, the non-defaulting party may terminate this Agreement if: (i) the non-defaulting party gives written notice to the party in default specifying the nature of the default and (ii) such default remains uncured or uncorrected for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, or if such default cannot reasonably be cured or corrected within the aforesaid thirty (30) day period, the defaulting party undertakes diligently after receipt of such written notice is received and continue until completion, efforts to cure or correct such default and furnish proof to the non-defaulting party upon its request of such efforts and the date the cure or corrections will be achieved. For purposes of this Agreement, a "material default" of this Agreement shall

be deemed as any illegal or unethical business transactions, or a failure to adequately meet, maintain and comply with the obligations set forth in this Agreement.

22. Contractor will maintain a policy of liability insurance coverage in the amount of not less than one (1) million dollars with respect to liability for negligent, willful or otherwise tortious acts or omissions of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this agreement. Contractor will also maintain a commercial crime coverage insurance policy of at least \$300,000. Contractor will assign the benefits of said policies to the Court and the governing authority. Contractor or their agents will indemnify and defend the Court against any claim against the Court or governing authority, stemming from negligent or intentionally tortious actions by Contractor in performance of its duties under this agreement.
23. Contractor will not engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this agreement.
24. Contractor and its employees shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

ARTICLE THREE

Conditions

This agreement is made based upon the following conditions:

1. The agreement shall be for a twelve (12) month period, terminating on June 30, 2017. Either party may cancel and terminate this Contract at any time and without cause by providing written notification thirty (30) days prior to cancellation. If not cancelled, however, it may automatically renew every 12 months without further action or approval for up to no more than five (5) years.

ARTICLE FOUR

Service Fees

1. In consideration of the services provided by Contractor, the Court agrees that each court order shall require the probationer to pay a fee directly to Contractor for each month or partial month of the supervision period. Probationers who are unemployable and declared by the Court to be indigent shall be supervised at no cost to the probationer, the Court or the governing authority. Fees paid by probationers shall be as set forth on the Fee Schedule attached as Exhibit "A"; provided, however, that the provision for a case initiation fee shall not be allowed or enforceable, and provided further that the provisions set forth in O.C.G.A. § 42-8-100, et seq., as may be amended from time to time, or any of the Rules and Regulations promulgated by the Board of Community Supervision, or any

equivalent group, shall control should any of the attached fee provisions ever conflict therewith.

2. Payment of fines and fees will be set according to the plan approved both by the Court and Contractor.
3. Contractor will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer placed on probation unless the Court exempts the probationer. Contractor will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.
4. There is no cost to the Court or governing authority for the services enumerated herein.
5. Contractor will retain no percentage of fine moneys and/or Court fees collected. All fine moneys and court fees collected will be remitted to the Court. Should a defendant make only a partial payment of a required payment amount, fifty percent (50%) of the partial payment shall be remitted to the Court and fifty percent (50%) shall be retained by Contractor; provided, however, that if 50% of the partial payment is more than the probation fee, Contractor shall receive only its fee and the balance shall be remitted to the Court.

ARTICLE FIVE

Addendum

A copy of the approval of the governing authority of the City of Sandy Springs shall be attached as an Exhibit to this agreement, and any addendum or attachment upon which both parties have agreed shall be referenced herein and also attached as an Exhibit.

ARTICLE SIX

General

The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a written document signed by duly authorized representatives of the Court and Contractor and approved as required by law with a copy of the approval attached as an exhibit to such amendment.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this AGREEMENT to be signed and delivered effective as of the date, month and year set forth herein above.

SANDY SPRINGS MUNICIPAL COURT

By: _____
Donald Schaefer, Judge

_____ Date of Execution

By: _____
Joseph Burford, Judge

_____ Date of Execution

By: _____
Sharon Dickson, Judge

_____ Date of Execution

By: _____
Candiss Howard, Judge

_____ Date of Execution

By: _____
Marcia Ernst, Judge

_____ Date of Execution

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CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

By: _____
John McDonough, City Manager

_____ Date of Execution

By: _____
Michael Casey, City Clerk
(SEAL)

Approved as to Form:

By: _____
City Attorney

(SEAL)

CONTRACTOR

By: _____
Name (signature)

Date of Execution

Typed or printed name

Title

Executed in quadruplicate originals of four (4).