

STATE OF GEORGIA

CITY OF HIRAM

RESOLUTION NO. 2022-06

RESOLUTION OF THE CITY OF HIRAM, GEORGIA PURSUANT TO O.C.G.A. § 42-8-101(b) AUTHORIZING SUPERVISION SERVICES, INC., TO PROVIDE PROBATION AND RELATED SERVICES IN SUPPORT OF THE CITY OF HIRAM MUNICIPAL COURT; TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH SUPERVISION SERVICES, INC., ATTACHED AS EXHIBIT A HERETO; AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EXISTING CONTRACT WITH INTERTECH PROBATION, INC., TO TERMINATE THE SAME AS ATTACHED AS EXHIBIT B HERETO; TO ESTABLISH EFFECTIVE DATES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Hiram, Georgia Municipal Court is authorized by law to hear and determine the question of probation for a defendant, including also to determine the nature and extent of any restitution to be ordered and to impose any and all other terms and conditions of sentencing as permitted and/or required by law;

WHEREAS, O.C.G.A. § 42-8-101(b) authorizes the Governing Authority to enter into written contracts with private corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of a sentence imposed on a defendant by the Municipal Court as well as any moneys which by operation of law are to be paid by a defendant in consequence of a conviction, and other probation services for persons convicted in the Municipal Court and placed on probation;

WHEREAS, O.C.G.A. § 42-8-101(b) requires as a condition precedent to entering into such written contracts that the Municipal Court Judge provide a request and written consent to the Governing Authority asking that the City so authorize the provision of probation and related services to the Municipal Court;

WHEREAS, the Chief Judge of the City of Hiram Municipal Court has made such a request and provided a written consent asking the City to enter into the contract attached as Exhibit A hereto with Supervision Services, Inc., to provide probation and related services as described in Exhibit A;

WHEREAS, the Governing Authority has determined that it wishes to enter into the contract attached as Exhibit A and to use the services of Supervision Services as the provider of probation and related services as authorized by law and outlined in the attached contract;

WHEREAS, O.C.G.A. § 42-8-101(b) further authorizes the Municipal Court Judge to initiate the termination of an existing probation supervision contract subject to

the approval of the Governing Authority in accordance with the provisions of the existing contract;

WHEREAS, the Chief Judge of the City of Hiram Municipal Court has initiated such termination of the existing probation supervision contract with Intertech Probation, Inc., dated July 1, 2018, by way of amendment to such contract, to which Intertech Probation has agreed as set forth on the attached Exhibit B hereto;

WHEREAS, the Governing Authority has determined that with its new contract with Supervision Services that the termination of the existing contract with Intertech Probation is appropriate;

WHEREAS, this matter was presented for consideration at the November 1, 2022 regular session of the Governing Authority;

WHEREAS, the Governing Authority determined that it is in the best interest of the public health, safety, and general welfare to enter into the contract with Supervision Services attached as Exhibit A attached to this Resolution and to terminate its contract with Intertech Probation by amendment as set forth on Exhibit B;

BE IT RESOLVED by the Governing Authority of the City of Hiram, Georgia:

SECTION 1. That the City shall enter into the agreement attached as Exhibit A hereto providing for probation and related services to be provided by Supervision Services per the terms and conditions stated therein, and, to that end, the Mayor is authorized to execute the contract on behalf of the City.

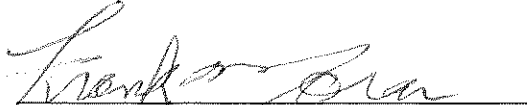
SECTION 2. That the City shall terminate its existing contract with Intertech Probation by amendment as attached hereto as Exhibit B, and to that end, the Mayor is authorized to execute said amendment on behalf of the City.

SECTION 3. This Resolution shall become effective immediately upon its adoption by the Governing Authority.


SECTION 4. All resolutions, or parts thereof, in conflict with this Resolution are hereby repealed.

SECTION 5. If any section, clause, sentence, or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holdings shall in no way affect the validity of the remaining portions of this Resolution.


SO RESOLVED THIS 1st day of November, 2022.




Mayor Frank Moran



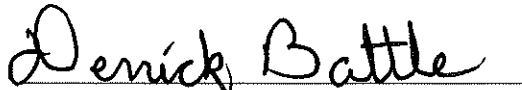
Mayor Pro Tem Teresa Philyaw, Post 1



Councilperson Kathy Bookout, Post 2



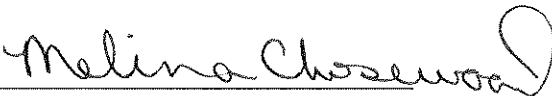
Councilperson Melissa R. Bayardelle, Post 3



Councilperson Derrick Battle, Post 4



Councilperson Doris Devey, Post 5

Attest: 

Melissa Chosewood, City Clerk



EXHIBIT A

Probation Services Agreement

THIS CONTRACT made and entered into this 1st day of November, 2022 by and between **THE CITY OF HIRAM, GEORGIA** (hereinafter referred to as "Court") and **SUPERVISION SERVICES, INC.**, (hereinafter referred to as "SSI"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. §§ 42-8-30 & 42-8-101(b)(1).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

A. Responsibilities of SSI

(1) Compliance with Statutes and Rules.

- a. SSI shall perform all duties and conform with the procedures regarding oversight of probationers, revocations of probation, and tolling of probation as contemplated and described in O.C.G.A. §§ 42-8-102, 42-8-104, and § 42-8-105;
- b. SSI shall perform oversight of any probationers who are indigent, have a developmental disability, are totally and permanently disabled, or who are experiencing a significant financial hardship, as contemplated and described in O.C.G.A. § 42-8-102(e).
- c. SSI shall perform all duties relating to "pay-only probation" as contemplated and described in O.C.G.A. § 42-8-103;
- d. SSI shall perform the supervisory, review and reporting duties relating to probationers serving consecutive misdemeanor sentences, as contemplated and described in O.C.G.A. § 42-8-103.1;
- e. SSI shall comply with all procedures for fines, fees, pay only cases, restitution, and GCVEF payments as mandated by O.C.G.A. § 17-15-13; and
- f. SSI shall comply with and all other standards, rules and regulations established by Article 6 of Title 42 Chapter 8 of the Official Code of Georgia or promulgated by the Department of Community Supervision.

- (2) **Records and Confidentiality.** SSI shall create and maintain individual files for each offender receiving services from SSI in accordance with this Agreement. SSI shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, and upon transfer of probation supervision to the State, to the Georgia Department of Community Supervision.
- (3) **Financial Records.** SSI shall maintain financial records according to generally accepted accounting practices.
- (4) **Officer Qualifications and Training.** SSI shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by Section 42-8-107 of the Official Code of Georgia Annotated. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. Any employee of SSI who provides service to probationers, or has access to probation records, or who has telephone or face-to-face contact with probationers under Georgia supervision, or access to probationer data, shall be in compliance with, and meet the requirements of, the provisions of Georgia Department of Community Supervision Rule 105-2-09. All personnel of SSI shall have training that is in compliance with, and meets the requirements of, the provisions of Georgia Department of Community Supervision Rule 105-2-12.
- (5) **Criminal History Check.** SSI shall have a criminal history records check made of all probation officers and certify the results to the Department of Community Supervision.
- (6) **Prohibited Activities.** SSI shall refrain from engagement in any prohibited activities, as described and delineated in O.C.G.A. § 42-8-109.
- (7) **Officer per Probationer Ratio.** SSI shall manage caseload limits so as not to exceed three hundred (300) probationers per probation officer for basic supervision. Supervision will be provided through regular office and telephone contacts. Contact standards of one face-to-face contact weekly is required in the initial months of probation. Officers are required to document all case contacts and case actions as well as testify at hearings, if necessary.

- (8) SSI shall check the Paulding County jail and jail lists daily in order to determine whether probationers have been arrested.
- (9) Location Place of Business. SSI shall maintain an office within close proximity to the Court. The office shall be open 4 business days of each week pursuant to a set schedule to allow for the orderly reporting of probationers. A day will be not less than five (5) hours during usual business hours.

B. Reports to Court.

SSI shall provide written reports monthly to the Court listing the services rendered and provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Monthly reports will be delivered to the Court on or before the tenth (10th) day of the following month. SSI shall provide personal history, employment data, and location information to Court and law enforcement as necessary in tracking probation violators.

C. Tender of Collections.

- (1) SSI shall tender to the Clerk of the Court a report of collections and all fines, fees, restitution, and costs collected during the month from probationers by the 10th day of the following month.
- (2) In the event that Court directs that restitution should be paid directly to the victim, then such restitution shall be paid to the victim by the 10th day of the month following collection. In the event SSI cannot locate the victim, payment shall be made to the Clerk of Court.
- (3) SSI shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.

D. Access to SSI Records.

- (1) Upon ten (10) business days written notice SSI shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to a conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

- (2) Good Business Practices. SSI shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither SSI nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of SSI.

E. Scope of Services to Probationers by SSI

SSI shall provide the following services to probationers referred to the SSI by the Court:

- (1) Court Attendance and Probationer Case History. During all court sessions, SSI shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.
- (2) Supervision. SSI shall monitor and supervise probationers to ensure compliance with the Court's order of probation. SSI shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
- (3) Restitution, Fine and Fee Collection. SSI shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. SSI shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.
- (4) Community Service. SSI shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. SSI will maintain records of service participation.
- (5) Employment Assistance. SSI shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- (6) Drug/Alcohol Screening SSI shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. SSI shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol screens and testing.

- (7) Reports of Violations Probation. SSI shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide SSI with direction of what constitutes a substantial failure to comply with probation terms and conditions. SSI shall prepare probation violation warrants and orders for submission to the Court. SSI 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. The Court shall provide SSI direction as to what curative measures should be taken in the case of minor violations.
- (8) Pre-sentence Investigations. When directed by the Court, SSI shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant.

F. Payment for SSI's Services.

- (1) SSI shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and SSI's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to SSI for purposes of probation supervision services, unless the Court determines that supervision by another entity is appropriate, as contemplated in O.C.G.A. § 42-8-109.5. In the event that the Court decides to impose "pay only" probation upon a probationer, as contemplated by O.C.G.A. § 42-8-103, the Court shall specifically make that designation at the time of sentencing.
- (2) For probation supervision, the probationer shall pay a fee of \$40.00 per month.
- (3) Where drug testing is required under the terms and condition of probation, the probationer shall pay a fee of \$25.00 for each such test performed by SSI.
- (4) The Court shall impose the fees set forth herein and shall make payment of the probation fees a term and condition of the order of probation for each probationer assigned for supervision to SSI unless the Court determines that the imposition of said fees as term and condition is inappropriate under subsections (c),(d), and (e) of O.C.G.A. § 48-8-102. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

G. Access to Criminal Histories.

The Court shall assist SSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for SSI to conduct pre-sentence or probationer investigations as may be requested by the Court.

H. Court Facilities.

The Court shall provide to SSI an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

I. Period of Service.

SSI shall commence performance on November 1, 2022. This Agreement shall terminate on October 31, 2027, unless otherwise terminated under the provisions as set forth herein.

J. Termination.

- (1) Either party may terminate this Agreement upon thirty (30) days written notice.
- (2) The Court may immediately terminate this Agreement if SSI becomes insolvent or files for protection under any chapter of the US Bankruptcy Code.
- (3) In the event the Court determines there are deficiencies in the services provided by SSI, the Court shall notify SSI in writing of any such deficiencies. Within ten (10) working days of receipt of such notice, SSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the workforce, equipment or modifying the policies and procedures used by SSI in performing services pursuant to this Contract. If SSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the Court may declare SSI in default and this Contract

shall be declared terminated upon receipt by SSI of notice thereof. This provision allows termination in 20 days instead of 30 as provided in Paragraph J.(1) above.

- (4) Within 30 working days of any termination effected by either party pursuant to the terms as set forth herein, SSI shall peacefully surrender to the Court all records and documents generated by SSI in connection with this Agreement and the services thereunder and any equipment or supplies assigned to SSI by the Court. SSI shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to SSI through the termination date. Any fines, costs, fees or restitution received by SSI from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by SSI. The Court shall provide SSI a receipt for all property surrendered under this provision.

K. Insurance and Bond.

SSI shall provide and maintain during the life of this Contract, workers Compensation insurance and general liability with the following limits of liability:

- (1) Worker's compensation- Statutory
- (2) General Liability- \$1,000,000.00
- (3) Dishonesty Bond- \$25,000.00

L. Indemnification.

- (1) Neither the Court nor the City of Hiram shall be liable to SSI nor to anyone who may claim a right resulting from any relationship with SSI, for any acts of SSI, its employees, agents or participants in the performance of services as contemplated herein.
- (2) SSI shall indemnify and hold harmless the Court and the City of Hiram from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by SSI or its employees and agents under the terms of this Agreement.

M. Compliance with the Law.

The SSI shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to

this Agreement.

N. Independent Contractor

SSI is an independent contractor and is not an agent, joint venturer or other affiliate of City of Hiram or Court in any way. SSI shall use its own employees and agents to perform this Contract. It is agreed that SSI is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The SSI agrees to indemnify and hold harmless the Court and the City of Hiram from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the SSI pursuant to this Agreement. The SSI acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Hiram to their respective employees.

O. Entire Agreement.


This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire 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 Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

P. Assignment.

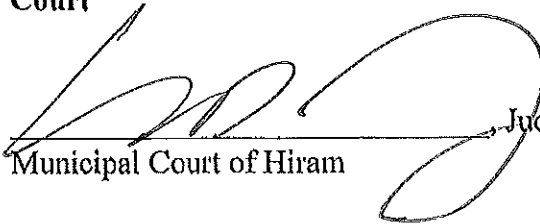
The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of SSI. SSI may not delegate, assign or subcontract any obligation of SSI's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

SSI



Tim Bockholt, President
Supervision Services, Inc.

Court


Municipal Court of Hiram Judge



Approved by:



Mayor
City of Hiram

EXHIBIT B

FIRST AMENDMENT TO
SERVICE AGREEMENT

STATE OF GEORGIA
CITY OF HIRAM

This First Amendment to the Service Agreement dated July 1, 2018, by and between the City of HIRAM, GEORGIA, acting by and through its governing authority, and INTERTECH PROBATION, INC., a Georgia corporation for the provision of probation services for the City of Hiram Municipal Court, hereby amends the Service Agreement as follows:

1.

Section III of the Service Agreement is hereby deleted in its entirety and a new Section III is hereby created which reads as follows:

III.

TERMINATION

This agreement shall terminate absolutely and without further obligation of the City effective October 31, 2022, at 11:59 p.m. Intertech shall turn over to the City, or to the City's designee, all of its files pertaining to probation operations of the Hiram Municipal Court within 10 days of termination, or as otherwise directed by the City.


2.

All other provisions of the Services Agreement not in conflict with the above amendment shall continue in full force and effect through the above stated date of termination.

SO AMENDED AND AGREED this 1st day of November, 2022, by:

CITY OF HIRAM, GEORGIA

By:


Frank Moran, Mayor

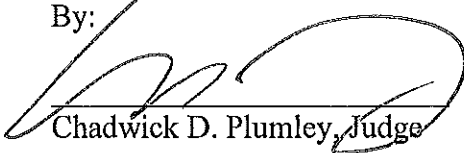
INTERTECH PROBATION, INC.

By:

Tommy D. Payne, President

CITY OF HIRAM MUNICIPAL COURT

By:



Chadwick D. Plumley, Judge



SO AMENDED AND AGREED this 1st day of November, 2022, by:

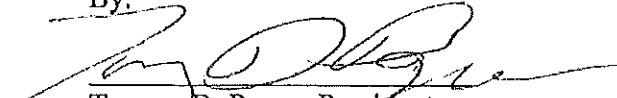
CITY OF HIRAM, GEORGIA

By:


Frank Moran, Mayor


INTERTECH PROBATION, INC.

By:


Tommy D. Payne, President

CITY OF HIRAM MUNICIPAL COURT

By:


Chadwick D. Plumley, Judge

