RESOLUTION NO. R15-644

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH ZSI PROBATION

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to enter into an agreement with ZSI Probation for the provision of probations services for the Municipal Court;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Agreement. The Agreement with ZSI Probation attached hereto and made a part hereof as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

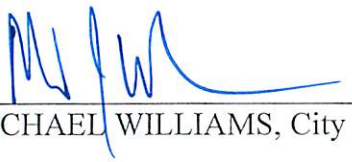
SO RESOLVED this 13th day of April, 2015.

TIM THOMPSON, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

ZSI/JUDICIAL ALTERNATIVES OF GEORGIA, INC.
PROBATION SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 13th day of April 2015, by and between **ZSI/Judicial Alternatives of Georgia, Inc.,** a Georgia corporation with its principal place of business at 730-B E. Third St., Jackson, Georgia ("ZSI/ZSI/JAG") and the **Municipal Court of Stockbridge, Georgia** ("the Court"), and is to be approved by the **Governing Authority** of **City of Stockbridge**, State of Georgia, and is effective **May 1, 2015.**

WHEREAS, the Court has determined that a present need exists for certain probation services;

WHEREAS, the Court is authorized to enter into this Agreement by Official Code of Georgia Annotated, Sections 42-8-100 through 42-8-108, and by other laws and regulations to which the Court is subject;

WHEREAS, ZSI/JAG is qualified and experienced in providing comprehensive professional services regarding probation supervision, fine collections, counseling, and other probation services for persons convicted of certain misdemeanors;

WHEREAS, ZSI/JAG is registered as a private provider of probation services with the County and Municipal Probation Advisory Council, as required by Official Code of Georgia Annotated, Section 42-8-107(a)(1);

WHEREAS, ZSI/JAG is willing to provide such services to the Court in compliance with Georgia law, and in compliance with all standards and qualifications of the County and Municipal Probation Advisory Council; and

WHEREAS, the Court and **ZSI/JAG** agree that the terms and conditions of this Agreement apply to the services to be provided hereunder;

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

1. RESPONSIBILITIES OF ZSI/JAG.

In consideration of the obligations of the Court and/or Governing Authority, **ZSI/JAG** shall provide the following services.

A. **Compliance with Statutes and Rules.** **ZSI/JAG** 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 County and Municipal Probation Advisory Council.

B. **Records and confidentiality.** **ZSI/JAG** shall create and maintain individual files for each offender receiving services from **ZSI/JAG** in accordance with this Agreement. **ZSI/JAG** 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, the County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

C. **Financial Records.** **ZSI/JAG** shall maintain financial records according to generally accepted accounting practices.

D. **Officer Qualifications and Training.** **ZSI/JAG** 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 Official Code of Georgia Annotated, Section 42-8-102. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. No person who has been convicted of a felony will be employed by **ZSI/JAG** as a probation officer.

E. **Criminal History Check.** **ZSI/JAG** shall have a criminal history records check made of all probation officers, as well as all of its owners, operators, directors, agents, or employees who provide services to offenders, who have access to its records, who have face-to-face contact with offenders under supervision, or who have access to offender data, and certify the results to the County and Municipal Probation Advisory Council.

F. **Frequency of Contacts/Officer per Probationer Ratio. ZSI/JAG** shall manage caseload limits so as not to exceed 300 probationers per probation officer for low level supervision, 250 probationers per probation officer for standard level supervision, and 150 probationers per probation officer for maximum/high level supervision. Low level supervision includes probationers required to have one face-to-face contact per month with a probation officer, but will be required to make weekly or bi-monthly payments to an accounting clerk. Standard level supervision includes probationers required to have face-to-face contact bi-monthly with a probation officer, and could be required to make weekly payments to an accounting clerk. Maximum/high level supervision includes those probationers who are required to have face-to-face contact with a probation officer on a weekly basis, and required to submit to random drug screens.

G. **Location. ZSI/JAG** shall provide a reporting location within the city limits of Stockbridge, GA for meeting with probationers.

2. SCOPE OF SERVICES BY ZSI/JAG TO PROBATIONERS.

ZSI/JAG shall provide the following services, as appropriate to each case, to probationers referred by the Court.

A. **Court Attendance and Probationer Case History.** During all court sessions, **ZSI/JAG** 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 the initial meeting, the probation officer will also provide a record of all court cost and fees to be paid by the probationer.

B. **Supervision. ZSI/JAG** shall monitor and supervise probationers to ensure compliance with the Court's order of probation. **ZSI/JAG** shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or Governing Body.

C. **Restitution/Fine/Fee Collection. ZSI/JAG** shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. **ZSI/JAG** shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.

D. **Community Service. ZSI/JAG** shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. **ZSI/JAG** will maintain records of service participation.

E. **Employment Assistance.** **ZSI/JAG** 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.

F. **Drug/Alcohol Screening.** **ZSI/JAG** shall coordinate with local authorities and facilities, for evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationers' compliance. **ZSI/JAG** shall conduct drug and alcohol screens as determined necessary by the Court. Probationers shall be responsible for the costs of all drug or alcohol screens and testing.

G. **Cognitive Based Programs.** **ZSI/JAG** shall provide the following intervention, rehabilitation or educational programs: Domestic Violence, Anger Management, and Responsible Behavior. **ZSI/JAG** may charge probationers for these programs in accordance with the Fee Schedule attached hereto as Exhibit "A," and incorporated by reference herein. A copy of Exhibit "A" shall be provided to probationers at orientation or at a time as soon as possible following the Court's order of attendance.

H. **Electronic Monitoring.** **ZSI/JAG**, when so ordered, shall provide and operate a system of electronic monitoring. **ZSI/JAG** may charge probationers for monitoring in accordance with the Fee Schedule attached hereto as Exhibit "A," and incorporated by reference herein.

I. **Reports of Probation Violations.** **ZSI/JAG** shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide **ZSI/JAG** with direction of what constitutes a substantial failure to comply with probation terms and conditions. **ZSI/JAG** shall prepare probation violation warrants and orders for submission to the Court. **ZSI/JAG** 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. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. This Court shall provide **ZSI/JAG** direction as to what curative measures should be taken in the case of minor violations.

3. REPORTS TO COURT.

ZSI/JAG 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 10(th) day of the following month. **ZSI/JAG** shall provide personal history, employment data, and location information to Court and law enforcement as necessary in tracking probation violators.

4. TENDER OF COLLECTIONS.

ZSI/JAG shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by 10(th) day of the following month. Restitution shall be paid to the victim by the 10(th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event **ZSI/JAG** cannot locate the victim, payment shall be made to the Clerk of Court. **ZSI/JAG** shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) program costs, 4) probation fees, and 5) public defender application fees. **ZSI/JAG** shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.

5. ACCESS TO ZSI/JAG RECORDS.

Upon fifteen (15) business days written notice **ZSI/JAG** shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information (excluding computer software) 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. Additionally, records shall be available for inspection in accordance with Official Code of Georgia Annotated, Section 42-8-103(b).

6. GOOD BUSINESS PRACTICES.

ZSI/JAG 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 **ZSI/JAG** nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of **ZSI/JAG**.

7. OBLIGATIONS OF THE COURT AND/OR GOVERNING AUTHORITY.

In consideration for the services of **ZSI/JAG**, the Court and/or Governing Authority shall provide the following services:

A. Take appropriate steps to insure that this Agreement shall be attached as an exhibit to the approval by the governing authority of City of Stockbridge, Georgia to privatize probation services.

B. Refer appropriate cases to **ZSI/JAG** for probation supervision.

C. Utilize pre-trial supervision program, electronic house arrest program, and other programs and services if and when appropriate.

8. FEES.

Fees for the **ZSI/JAG's** supervision services shall be as set forth on the Fee Schedule which is attached hereto as Exhibit A, and which is expressly incorporated herein by this reference.

9. PAYMENT.

Supervision services shall be paid for by the Clients which are the subject of such Services. Clients shall pay the cost of supervision services and the equipment associated with such services, as well as such additional amounts which the Court may instruct **ZSI/JAG** to collect (such as restitution, court fines and fees). As used herein, "Client" shall mean any person being supervised, participating in a class, wearing an electronic transmitter, or directly using any other **ZSI/JAG** service or equipment, in conjunction with court ordered probation or supervision.

10. FINANCIAL OBLIGATION.

This agreement does not provide for any financial obligation from the Court or the Governing Authority of City of Stockbridge, Georgia to **ZSI/JAG**.

11. TERM.

The term of this Agreement shall commence on May 1, 2015, and shall continue until December 31, 2015.

12. TERMINATION.

A. **With Cause.** Either party may terminate this Agreement at any time for failure by the other party to perform or adhere to any material obligation undertaken pursuant to this Agreement after giving the other party thirty (30) days' prior written notice within which to cure such default. If such default is not cured within the thirty (30) day period, the party which gave the notice may terminate the Agreement at any time thereafter upon written notice to the other party.

B. **Without Cause.** Either party may terminate this Agreement upon six (6) months written notice to the other party.

C. **Bankruptcy/Insolvency.** Either party may terminate this Agreement immediately by written notice to the other party if the other party ceases to trade or function in the ordinary course of business, becomes insolvent, or becomes subject to any assignment for the benefit of creditors, winding-up, dissolution, insolvency, bankruptcy, receivership or any similar proceeding.

D. **Possession of Records after Termination.** In the event of termination of this Agreement, with or without cause, **ZSI/JAG** shall turn over all records and files of Clients which **ZSI/JAG** has in its possession pursuant to this Agreement. **ZSI/JAG** agrees to surrender peacefully the assigned records and files within fifteen (15) working days of the notice of termination.

E. **Transfer of funds after termination.** **ZSI/JAG** shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to **ZSI/JAG** through the termination date. Any fines, costs, fees or restitution received by **ZSI/JAG** from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by **ZSI/JAG**. The Court shall provide **ZSI/JAG** a receipt for all property surrendered under this provision.

13. FORCE MAJEURE.

ZSI/JAG shall not be liable for any delay in performance or nonperformance which is due to causes beyond **ZSI/JAG's** control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond **ZSI/JAG's** reasonable control.

14. LIMITATION OF LIABILITY.

ZSI/JAG's entire liability and the Court's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract, warranty or tort (including negligence), shall be limited to the specific amounts received by **ZSI/JAG** hereunder that are the subject matter of or are directly related to the cause of action.

15. INSURANCE.

ZSI/JAG shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than $1,000,000. **ZSI/JAG** shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of $100,000 per employee.

16. NOTICES.

Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by U.S. regular mail, postage prepaid, to the other party at the address stated herein and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by other means, including by facsimile, shall be deemed effective upon receipt. A change in the address or facsimile number of either party may be made in the same manner as for giving of any other notice. Notices shall be addressed as follows:

ZSI/JAG Probation
Attn: Craig Taylor
730-B E. Third St.
Jackson, Georgia 30233
Facsimile: (770) 504-0196

Municipal Court of Stockbridge
Honorable Matthew McCord
4602 North Henry Blvd.
Stockbridge, Georgia 30281
Facsimile No. (770) 389-7912

17. MISCELLANEOUS.

A. **Time of Essence.** All time limits stated herein are of the essence of this Agreement.

B. **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.

C. **No Assignments.** Without prior written consent from the Court, **ZSI/JAG** shall not assign or transfer this Agreement.

D. **Successors.** This agreement shall not be binding upon any successor to the undersigned Judge of the Municipal Court of Stockbridge, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then **ZSI/JAG** shall be permitted a reasonable time period, not less than ninety (90) days, in which to wind up its activities. The Court will not be deemed to have ratified the Agreement unless the Court gives written notice of ratification within thirty (30) days of taking the oath of office.

E. **Captions.** The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

F. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its Conflicts of law provisions. The parties herein agree that venue is agreed to be in Henry County, Georgia for any legal action arising out of this contract.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF ZSI/JUDICIAL ALTERNATIVES OF GEORGIA, INC., AND APPROVED BY THE GOVERNING AUTHORITY OF CITY OF STOCKBRIDGE, GEORGIA.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of the Court.

ZSI/Judicial Alternatives of Georgia, Inc.

COURT:

Municipal Court of Stockbridge, GA.

Craig Taylor, CEO

Honorable Matthew McCord, Chief Judge

City of Stockbridge, Authorized Official

EXHIBIT A

FEE SCHEDULE

The following are fees paid by the offender to ZSI/Judicial Alternatives of Georgia, Inc.

SERVICE	***COST OF SERVICE***
Regular Probation Supervision	$35.00 per month, per offender
Intensive Supervision (Requires minimum of 2 weekly contacts)	$50.00 per month, per offender
Pre-Trial Supervision	$35.00 per month, per offender

PROGRAM SERVICES	***COST OF SERVICE***
Drug Screens (Screens for 8 controlled substances)	$25.00 per screen
Electronic Monitoring	$10.00 per day, per offender $25.00 installation fee
Anger Management Program	$150.00 (9 weekly sessions)
"Responsible Behavior"	$145.00 (8 hour session)

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1. Please check only one:

(A) ✓ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees[1].

*** If you select Section 1(A), please fill out Section 2 and then execute below.

(B) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If you select Section 1(B), please skip Section 2 and execute below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Judicial Alternatives of Georgia, Inc.
Name of Private Employer

160120
Federal Work Authorization User Identification Number

10/23/08
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on April 15, 2015 **in** Albany **(city),** GA **(state).**

Craig Taylor
Signature of Authorized Officer or Agent

Craig Taylor, Pres.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15th DAY OF April, 2015.

NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 27, 2015

[1] To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.