

Municipal Court of Dalton
535 N. Elm St
Dalton, GA 30721

June 5, 2023

Greetings,

I have been in contact with the Misdemeanor Probation Oversight Unit, which falls under the Department of Community Supervision. They have been in the process of reviewing all misdemeanor probation contracts statewide. As such, it has come to our attention that they would appreciate some minor clarifications of our current Service Agreement.

These clarifications are as follows:

- Specify a standard reporting frequency for probationers
- Ensure that Pay-only cases are supervised according to the statute
- Confirm that all cases are supervised as concurrent unless specifically ordered
- Verify that GCVEF is collected according to the statute.
- Include the specific end/expiration date of the service agreement

Attached is an addendum detailing the above clarifications, for your review. I have also included a copy of the current contract in effect as it currently stands for comparison purposes. There are no material changes to the terms of the contract or to how APS provides services to the Court.

Once the addendum is signed, please notify APS and we will arrange pick up of the addendum, so that we may forward it to the Department of Community Supervision.

As always, if you have any questions, please do not hesitate to call our office (706)270-9220, or you can email me directly at reaton101@gmail.com

Sincerely yours,



Dwight Eaton
President, Alternative Probation

ADDENDUM TO CONTRACT FOR PROBATION SERVICES
OF APRIL 13, 2023

Probation Services Agreement

This Addendum to the Probation Services Agreement is made by and among **Alternative Probation Services, Inc.**, organized under the laws of the State of Georgia, with its principal place of business at 2705 Airport Rd, Suite 105, Dalton, GA 30721, hereinafter referred to as "APS" and the **Municipal Court of Dalton, Georgia** hereinafter called "Court". 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. §42-8-100 (h)(1).

The Contract shall be modified as follows :

Section 2, Item R - Officer per Probationer Ratio. Contractor shall manage caseload limits so as not to exceed 300 probationers per one (1) probation officer for supervision. *Probationers shall meet with their probation officer as directed. Probationers shall be required to report in person no less than once per month, unless otherwise determined by their Probation Officer. The type and frequency of reporting required by the Probation Officer may be subject to change as circumstances may require.*

Section 2, Item I -

~~I. Regarding O.C.G.A. §42-8-103 pay only cases, such cases will be marked as such on the Court's sentence sheet, and if not marked, the number of months sentenced to probation supervision will stand and probation fees may be collected for the entire sentence.~~ *Regarding O.C.G.A. §42-8-103 pay only cases: Pay only cases will be supervised in accordance with the statute, and as a general rule will be noted as such on the Sentence sheet. Unless otherwise stated, it is the intention of the Presiding Judge that individuals sentenced to probation be supervised for compliance with all terms and conditions of probation in addition to the mere collection of a fine. A monthly fee for the Georgia Crime Victims Emergency Fund ("GCVEF") fees will be collected from Probationers that have this fund listed on the Court's sentence sheet and will be remitted to the VCPSF the 10th of each month.*

Section 2, Item J -

J. APS shall comply with O.C.G.A. §42-8-103.1 and the Court's sentence sheet as to whether the sentence of the Court is intended to be concurrent or consecutive. If not specifically noted, all sentences will be deemed ~~consecutive~~ **concurrent**.

Section 3, Period of Service - The performance of services described in section one of this Agreement shall commence on the 13th day of April, 2023. This Agreement shall automatically renew from year to year (each such year hereinafter referenced as "Renewal Term") under the same terms and conditions as provided for herein for a period of up to five years, *terminating on the 12th day of April, 2028* unless otherwise terminated as provided herein. At the end of the last Renewal Term, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, THE PARTIES HERE HAVE APPROVED AND EXECUTED BOTH THE
ORIGINAL AGREEMENT AND THIS ADDENDUM, ON THE _____ DAY OF _____,
20_____

Dalton Municipal Court

Honorable Judge Rob Cowan

Alternative Probation Services, Inc.

Dwight Eaton

City of Dalton

Mayor David Pennington

Witness: _____

PROBATION SERVICE AGREEMENT

COPY

Probation Services Agreement

This Agreement (hereinafter "Agreement") is made by and among **Alternative Probation Services, Inc.**, organized under the laws of the State of Georgia, with its principal place of business at 2705 Airport Rd, Suite -105, Dalton, GA 30721, hereinafter referred to as "APS" and the **Municipal Court of Dalton, Georgia** hereinafter called "Court," and the City of Dalton, Georgia hereinafter referred to as the "City." This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated and Georgia Department of Community Supervision ("DCS"). APS, the City, and the Court may each be referred to independently as "Party" or collectively as the "Parties." The Parties enter into the Agreement under the specific authority of O.C.G.A. §42-8-101 and Ga. Comp. R. & Regs. 105-2-.01 et. seq.

WITNESSETH:

WHEREAS, APS is authorized by O.C.G.A. 342-8-101 to provide general probation supervision, fine collection services, counseling and other probation services for persons convicted of certain misdemeanors and placed on probation by the Court under its jurisdiction (hereinafter "Probationers") and;

WHEREAS, APS represents that it is qualified to provide such comprehensive professional services and is willing to contract with the Court in an effort to comply with the legislative enactment, as well as the guidelines set forth by the Misdemeanor Probation Oversight Unit ("MPOU") of the DCS.

WHEREAS, the Court, by the signature of the undersigned Judge below, expressly consents to this Agreement and requests that the City enter the same as required by O.C.G.A. §42-8-101(a)(1).

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

1. Designation by Court

The Court shall designate APS as the entity to coordinate and provide direct probation and rehabilitation program services to Probationers. The Court shall provide to APS an area for conducting of initial interview and orientation with the Probationer on the day of sentencing.

2. Scope of Services

APS shall provide the services and programs for the Probationers, which shall include the following particulars:

A. APS shall comply with Article 6 of Title 42 Chapter 8 (as amended from time to time) of the Official Code of Georgia and all standards, rules, regulations, and guidelines set forth by the MPOU.

B. APS shall provide the Court with a written program of rehabilitation services, which can be offered to Probationers, and thereafter assist the Court regarding such services as to the particular needs of each Probationer.

C. APS shall maintain individual files for each Probationer participating in APS programs, APS shall maintain the confidentiality of all files, records, and documents relative to supervision of Probationers under this Agreement. The files will be maintained in a secured area, in a locked file cabinet or safe and within

probation software used by APS. Files will be made available to the Court's Clerk or Judge upon request.

D. APS shall provide timely and prompt reports as are determined by the Court to be reasonably necessary to determine compliance by APS with the terms of this Agreement and compliance by APS, as delegated by the Court, with all federal, state, and local laws and regulations pertaining to sentencing and probation of Probationers subject to the jurisdiction of the Court as may be delegated to APS pursuant to the terms of this Agreement.

E. APS shall maintain financial records according to generally accepted accounting practices and shall make fiscal and program records available to representatives of the Court or City for review and maintaining financial records reflective of good business practice.

F. APS shall bill the Probationer forty dollars (\$40.00) for supervision fees per month of sentenced probation for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the Probationer. These fees shall be ordered by the Court as a term and condition of probation for each Probationer assigned for supervision to APS unless the Court determines the Probationer to be indigent. If the Probationer is ruled indigent by the Court, APS will abide by the guidelines set forth in O.C.G.A. §42-8-102. The Court shall not be liable for payment of any supervision fee or any program fee of a Probationer.

G. APS Services and Fees to be paid by the Probationer are as follows:

- (1) \$40 per month Supervision Fee to be paid by each Probationer
- (2) \$40 Drug Test Charge per Test
- (3) \$10 Alco-sensor Testing
- (4) \$50 Warrant Fee

H. APS shall recommend revocation of probation whenever the Probationer has failed to substantially comply with the terms and conditions of probation under O.C.G.A. §42-8-102. APS shall prepare probation warrants and orders for submission to the Court. APS is authorized by the Court to sign and send an order (revocation hearing notice) to any Probationer not complying with the Court's sentence, to appear in Court on a specific date for a revocation hearing. APS shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other hearings that the Court deems necessary.

I. Regarding O.C.G.A. §42-8-103 pay only cases, such cases will be marked as such on the Court's sentence sheet, and if not marked, the number of months sentenced to probation supervision will stand and probation fees may be collected for the entire sentence. Georgia Crime Victims Emergency Fund ("GCVEF") fees will be collected from Probationers that have this fund listed on the Court's sentence sheet and will be remitted to the VCPSF the 10th of each month.

J. APS shall comply with O.C.G.A. §42-8-103.1 and the Court's sentence sheet as to whether the sentence of the Court is intended to be concurrent or consecutive. If not specifically noted, all sentences will be deemed consecutive.

K. APS shall assign any Probationer sentenced to Community Service work to Court approved locations. APS shall have no responsibility regarding the direct supervision of any probationer performing Community Service work, beyond scheduling. However, APS shall instruct Probationers that all community service work is expected to be performed during the first half of any probated sentence.

L. APS shall submit a monthly written report to the Court on the amount of fines, costs and restitution ordered and collected from the Probationer. The report shall include the services 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 by the 10th of every month. APS will comply with all reports under O.C.G.A. §42-8-103.

M. APS shall tender all Court fines, costs and restitution ordered and collected during the month from the

Probationer to the Court by the 10th day of each month.

N. APS shall comply with all laws regarding confidentiality of Probationer records.

O. APS will not attempt to profit from any fines, restitution or court costs collected from any Probationer. P. APS shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. APS employees shall meet all requirements for background checks under Ga. Comp. R. & Regs. 105-2-.10 and O.C.G.A. §42-8-107. All probation officers will be at least twenty-one (21) years of age, have 90 college quarter hours or 60 college semester hours from an accredited institution or 4 years of law enforcement experience as a certified peace officer or jurisdictional equivalent at the time of appointment. All probation officers shall also comply with the orientation and initial 40 hours initial training as well as continuing education training per annum and all other requirements set forth in Ga. Comp. R. & Regs. 105-2-09. No person who has been convicted of a felony will be employed by APS as a probation officer or staff member, and all employees must maintain a clear criminal record. Any administrative employee, agent, intern, or volunteer with APS will be at least 18 years of age, complete a 16 hour orientation program within 6 months of being employed, and meet the required yearly 8 hour continuing education training.

Q. A criminal history records check and verification of citizenship shall be performed on all employees and agents of APS. Employees will only be hired by APS after completing the process required by the Department of Community Supervision and Misdemeanor Probation Oversight Unit guidelines.

R. Officer per Probationer Ratio: APS shall manage caseload limits so as not to exceed 300 Probationers per one (1) probation officer for supervision.

S. APS shall submit a quarterly report to the Department of Community Supervision Board as required by O.C.G.A. §42-8-108. The report shall include all information set forth under the guidelines of O.C.G.A. §42-8-108 and Ga. Comp. R. & Regs. 105-2-13 including all services and fees approved by APS.

3. Period of Service

The performance of services described in section one of this Agreement shall commence on the _____ day of _____, 20____. This Agreement shall automatically renew from year to year (each such year hereinafter referenced as "Renewal Term") under the same terms and conditions as provided for herein for a period of up to five years unless terminated as provided herein. At the end of the last Renewal Term, this Agreement shall automatically terminate.

4. Termination

Termination for Cause: In the event the Court or the City believes APS has materially failed to provide the services enumerated in this Agreement, the Court and the City shall notify APS in writing of the specified allegations. Within (30) thirty business days of receipt of such notice, APS shall take such measures as are reasonable and necessary to correct any deficiencies alleged. If APS fails to correct the matters complained of within (30) thirty business days, the Court and the City may declare APS in default in its duties and obligations under this Agreement. In such event, the Court and the City, at their option and in their sole discretion, may terminate this Agreement by written notice to APS.

Immediate Termination for Cause: The Court and the City may terminate this Agreement immediately if: (a) APS becomes insolvent, (b) APS is adjudicated as bankrupt; (c) state law prohibits private probation in municipal courts, or (d) the Department of Community Supervision permanently revokes its certification of APS.

Termination without cause: Either party may terminate this Agreement without cause at any time for any reason by providing no less than (90) ninety days written notice to the other party.

5. Termination Procedures

In the event that this Agreement is terminated for any reason, all parties shall cooperate and take any and all actions

necessary to facilitate an orderly transition to a new probation service. APS shall provide City and Court with all records and other documents generated by APS in connection with this Agreement and an accounting of all fines, fees, and restitution received by APS from probationers within ten (10) days of a request by the Court or City. Any fines, fees, and restitution received by APS from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by APS. The Court shall provide APS a receipt for all property surrendered under this provision.

6. Access to Books and Records

Representatives of the Court and City shall have access, at all reasonable times and upon prior notice to APS, to all APS files, records, receipts, vouchers, or other documents pertaining to work under the Agreement, for the purpose of conducting an independent audit.

7. Insurance

APS shall provide and maintain during the life of this Agreement, workers' compensation insurance and general liability with the following limits of liability.

General Liability - \$1,000,000.00

Workers compensation - Statutory

Bond per employee - \$50,000

8. Indemnification / Hold Harmless

Neither the Court nor the City shall be liable to APS or to any third party for any act or omission of APS, its employees, agents, or participants. In addition, APS, and its successors and assigns, shall indemnify and hold harmless the City and the Court 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 services performed by APS or any act or omission of APS, its employees, agents, or participants. This obligation survives the expiration or termination of this Agreement, the dissolution of APS, and to the extent allowed by law, the bankruptcy of APS.

9. Assignment

APS may not delegate, assign, or subcontract any of its rights or obligations under this Agreement except as may be provided herein.

10. Validity

This Agreement shall be binding on any successor to the undersigned Official of the Court unless terminated as set forth above.

11. Entire Agreement

This Agreement 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 amendments or modifications to this Agreement or any waiver of any provision hereof shall be effective unless in writing and signed by all parties.

12. Notice

Any Notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, and return receipt requested, to:


Court: Municipal Court of Dalton
535 N Elm St
Dalton, Ga 30720

City: City of Dalton
PO Box 1205 Dalton, Ga 30722-1205
Attn: City Administrator

APS: Alternative Probation Services
2705 Airport Rd, Ste. 105
Dalton, Ga 30720


IN WITNESS WHEREOF, THE PARTIES HERE HAVE EXECUTED THIS AGREEMENT ON THE
13 DAY OF April, 2023

Dalton Municipal Court



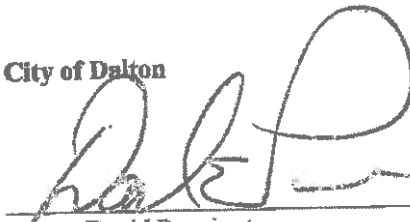
Honorable Judge Rob Cowan

Alternative Probation Services, Inc.



Dwight Eaton

City of Dalton



Mayor David Pennington

Witness: