

MEMORANDUM

To: Mayor and City Council

From: Lenny Felgin, Assistant City Attorney

Date: May 26, 2015

Subject: **Municipal Court Probation Services Contract Renewal**

ITEM DESCRIPTION

Renewal of contract with Sentinel Offender Services, LLC to provide probation services for Dunwoody Municipal Court.

BACKGROUND

The City of Dunwoody entered into a contract with Sentinel Offender Services, LLC to provide probation services for Dunwoody Municipal Court. The current contract expired on February 24, 2015. The City has been operating on a month to month basis since that time while the Assistant City Attorney and the attorney for Sentinel drafted language for the new contract. Substantively, HB310 requires all contracts to have the following terms:

1. Extent services to be rendered;
2. Staff qualifications;
3. Requirement for criminal record checks of staff;
4. Training of staff;
5. Bonding and Liability insurance coverage;
6. Staffing levels and standards for supervision, including frequency and type of contacts;
7. Fine, fee and restitution collection procedures;
8. Procedures for indigent offenders;
9. Revocation procedures;
10. Reporting and record keeping;
11. Default and contract termination procedures.

The new contract includes said terms.

RECOMMENDED ACTION

Staff recommends renewal of the contract with Sentinel Offender Services, LLC to provide probation services for Dunwoody Municipal Court.

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

THIS AGREEMENT is made and entered into effective as of the ____th day of _____, 2015, by and between the **City of Dunwoody**, (hereinafter referred to as the “Court”), and **Sentinel Offender Services, LLC.**, located at Five Concourse Parkway, Suite 775, Atlanta, Georgia 30328-6299 (hereinafter referred to as “Sentinel”).

RECITALS

WHEREAS,

1. 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.
2. The Court has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with Sentinel to provide probation services, upon the terms and conditions set forth herein, to misdemeanor probationers. In no event will Sentinel be charged with the responsibility of supervising a felony sentence unless authorized to do so by law.
3. Sentinel is a duly registered corporation with the Georgia Secretary of State and is registered and in good standing with the County and Municipal Probation Advisory Council.
4. Sentinel is professionally staffed and desirous to conduct misdemeanor probation services to said entities as described in Paragraph 1.
5. 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.
6. Sentinel 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.

7. Sentinel shall require criminal record check of all staff providing services to the Courts and no person who has been convicted of a felony will be employed as a probation officer.
8. Sentinel 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 Sentinel, and that no person associated with Sentinel has any interest that would conflict in any manner or degree with the performance of the Agreement.
9. Sentinel 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.
10. Sentinel shall comply with the legislative enactment (O.C.G.A. § 42-8-100 through 108), as well as all standards and qualifications as set forth by the County and Municipal Probation Advisory Council and shall comply with the “Rules and Regulations of the County and Municipal Probation Advisory Council,” as promulgated and as may be amended from time to time.

ARTICLE ONE

Services by Sentinel

Sentinel agrees to provide the following services for and on behalf of the City of Dunwoody 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 Sentinel 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. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority.
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. Sentinel 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 relative to the supervision of probationers are confidential and available only to officials of the affected governing authority, the Court, the Department of Audits and Accounts or the County and Municipal Probation Advisory Council.
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 Sentinel, 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. Sentinel 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, Sentinel 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 Sentinel'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 Sentinel 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. All efforts will be made to deal properly with delinquent cases at the mid-point juncture, if not earlier, in order that there will be enough time remaining on the sentence for an appropriate disposition.
19. At any point in time when material violations in compliance with the conditions of probation occur, Sentinel will take 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 reasonable 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. Sentinel 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 tortuous acts or omissions of Sentinel, its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. Sentinel will also maintain a dishonest employee insurance policy of at least \$300,000. Sentinel will assign the benefits of said policies to the Court and the governing authority. Sentinel or their agents will indemnify and defend the Court against any claim against the Court or governing authority, stemming from negligent or intentionally tortuous actions by Sentinel in performance of its duties under this agreement.
- 23. Sentinel will not engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this agreement.
- 24. Sentinel and its employees shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

ARTICLE TWO

Conditions

This agreement is made based upon the following conditions:

- 1. The agreement will extend until December 31, 2015.
- 2. Notwithstanding the date of expiration of this agreement, this agreement shall annually automatically renew for one-year terms under the same terms and conditions as provided for herein unless written notice to the contrary is directed to the other party thirty (30) days prior to the date of expiration, for a maximum of five yearly terms. Thereafter, this Agreement may be extended by mutual agreement of the parties and an execution of an extension by both parties.

ARTICLE THREE

Service Fees

- 1. In consideration of the services provided by Sentinel, the Court agrees that each court order shall require the probationer to pay a fee directly to Sentinel 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 follows:
 - a. For those cases (Pay Only) in which Sentinel is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, fees ordered by the Court in a probated and/or suspended sentence the probationer shall pay a fee of Twenty-seven dollars (\$27.00) per month.

- b. For those cases (Conditions) in which Sentinel is providing probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution which includes a minimum of one (1) contact per month the probationer shall pay a fee of Thirty-five dollars (\$35.00) per month.
 - c. For those cases in which Sentinel is providing pre-trial diversion or monitoring services which includes a minimum of one (1) contact per month the probationer shall pay a fee of Thirty dollars (\$30.00) per month. .
 - d. For those cases in which Sentinel is providing intensive supervision or monitoring services which includes a minimum of two (2) contacts per month the probationer shall pay a fee of Forty-five dollars (\$45.00) per month. .
 - e. Drug screens will be conducted at a rate of \$15.00 per screen.
 - f. The probationer shall pay for electronic monitoring services at a rate as follows: Radio Frequency (RF) House Arrest \$6.00 per day, Global Positioning Satellite Tracking (GPS) \$10.00 per day, and Breath Alcohol Testing (BART) at \$8.50 per day.
 - g. The probationer shall pay a credit card convenience fee of no more than 2.5% of the transaction if the probationer chooses to pay by credit card.
- 2. Payment of fines and fees will be set according to the plan approved both by the Court and Sentinel.
 - 3. Sentinel 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. Sentinel 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. Sentinel 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.

ARTICLE FOUR

Addendum

This agreement is to include any addendum or attachment that both parties have agreed upon in writing.

ARTICLE FIVE

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 Sentinel.

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.

DUNWOODY MUNICIPAL COURT

ATTEST:

Sharon Lowery, City Clerk

By: _____
Hugh R. Powell, Jr., Chief Judge

SENTINEL OFFENDER SERVICES, LLC

ATTEST:

By: _____
Steven R. Queen, Director

APPROVAL OF THE GOVERNING
AUTHORITY:

Mike Davis, Mayor
City of Dunwoody, Georgia