

**OFFICIAL MINUTES  
COMMISSION MEETING OF THE CITY OF BRUNSWICK, GEORGIA  
REGULAR MEETING  
7:00 P. M., April 20, 1994**

**PRESENT:** His Honor Mayor Homer L. Wilson, Commissioners Roosevelt Lawrence, Doris A. Davis, and Dr. James MacLeod.

**ABSENT:** Commissioner Rev. G. E. Darrisaw.

**INVOCATION:** The invocation was given by Commissioner Dr. James MacLeod.

**APPROVAL OF MINUTES**

Commissioner MacLeod moved and Commissioner Davis seconded the motion to approve the minutes of the meeting of April 6, 1994. The motion passed unanimously.

**DELEGATIONS**

William A. Taylor appeared before the Commission to discuss the City Charter. Mr. Taylor read excerpts from the first draft of the City Charter that was drawn up by the City Attorney in 1991. He recalled events that took place at public hearings before the Commission adopted the City Charter. Mr. Taylor expressed his concerns about the City Commission interviewing candidates for the Police Chief position. Mr. Taylor stated he was concerned about what type of questions the Commission asked the candidates, and why the interviews took place in a private session. Mr. Taylor stated the he was a private citizen and he would like to know what to do to keep the City Commission from entering into illegal ethics. Mr. Taylor mentioned that he talked with the Magistrate about swearing out a complaint against the Commission because in his opinion the Commission broke the law.

James Myers, resident of the City read a portion of the present City Charter about nomination and confirmation of the directors under the supervision of the City Manager. Mr Myers stated that the Commission has an obligation to the public to chose the best qualified candidate for the job. Mr. Myers stated the he was concerned about information he received from a citizen describing one of the candidates as being over qualified.

Angela Bennett appeared before the Commission as a concerned parent protesting the \$10.00 fee for uniforms for the baseball season. She stated that her main objection was the fee and the way it was presented and why. Mrs. Bennett stated that in times past the City had sponsors who took care of and provided the children baseball uniforms and accessories. The City no longer have sponsors and parents should have been made aware of this situation months ago instead of a few days ago, especially since the baseball season is approaching in two weeks. Mrs. Bennett referred to most of the children as being from fixed income homes and parents struggle to pay the \$6.00 insurance fee. Mrs. Bennett stated that she has always had the impression that the City Recreation programs were designed to enhance, cultivate and most of all help keep children off the streets and out of trouble giving them an alternative. Mrs. Bennett stressed that she hoped that recreation would always be a high priority in the mind of the Director. Mrs. Bennett expressed her concerns about the informal letter the parents were given to purchase caps, socks and a shirt. Mrs. Bennett stated that she made an effort to resolve the matter by calling the Director, but her efforts failed when she was told by his staff that the Director was not at work.

Robert Adams, Recreation Director was present and stated that he would like an opportunity

to address any problems or questions about the City's recreation program. Mr. Adams stated that it was a request that was not made in the form of a mandated fee. A copy of the letter was given to the City Manager stating that the \$10.00 fee was not to be misconstrued as a charge or permanent fee and the fee was not equitable to families who were unable to participate. The department did request of each parent to assist in promoting the quota because of the reduction in the Recreation Department's budget. Mr. Adams stated that the letter was placed by each practice schedule and at the bottom of the letter the \$10.00 fee was noted. Mr. Adams stated that he did not know of any parent who came to the Recreation Department to discuss the letter.

Mrs. Bennett asked Mr Adams to explain the date on the letter. Mr. Adams explained that the letter was dated April 11th and the fee could not be imposed until the Commission approved the fee. Mr. Adams stated that the letters were placed in the area without his knowledge because he was out of town. Mr. Adams requested that the Commission consider the \$10.00 fee as temporary in light of the fact that the Recreation Department's budget is under strain. At the present time the children do not have uniforms to start the baseball season. Mr. Adams stated that he received forty dollars and he informed the City Manager that the Department would have to fill in the present uniforms because the City cannot buy new uniforms.

Commissioner Lawrence recommended that the Recreation Director and the City Manager resolve the matter and bring back information to the Commission.

Commissioner MacLeod stated that he would like to see a copy of the letter. Commissioner MacLeod stated he would also like to see representation from the parents in resolving the matter.

Mayor Wilson stated that the City should charge a fee for County residents that come into the City for recreation because the City residents must pay a fee to the County for recreation.

Rev. Zack Lyde suggested that the parents come together with some type of plan to purchase the uniforms. Mr. Lyde asked the Police Department and Mr. Gary Cook to participate in planning fundraisers for the kids.

Willis Mullins appeared before the Commission to voice his opinion about the recreation program. Mr. Mullins stated that this year was the slimmest year with kids participating in the baseball program. Mr. Mullins stated that he was blamed for the kids not signing up for the baseball program because as a concerned parent he protested the \$10.00 fee. Mr. Mullins stated that he worked as an umpire and he was told that he was terminated and he thought that he was being treated unfairly.

Mr. Adams explained the situation with Mr. Mullins as being misconstrued.

Rev. Lyde stated that the City's Recreation budget was too small and the issue of passing a sales tax should be addressed by the citizens of the Community.

Commissioner Lawrence questioned what happened to the sponsors for the baseball program. Mr. Adams stated that he did not have enough sponsors for the baseball program, and he petitioned two churches as sponsors and he was informed that the Pastors had busy schedules. Mr. Adams stated that a few donations have come in, but the department had to come up with some alternate funding.

William A. Taylor stated that he would like to serve on the SPLOST Committee to request money for Recreation in the City of Brunswick.

#### **WORKER'S COMP INCENTIVE PROGRAM**

Paul Warwick appeared before the Commission to discuss the Incentive Program for Worker's

Compensation. Mr Warwick stated that the program has been very successful.

Roger Dawson, representing Comp Management Associates explained Worker's Compensation abuse. He pointed out that ninety percent of cost is for unnecessary fraudulent claims. An incentive program could reduce fraudulent claims by twenty five percent. Mr. Dawson named a number of cities that already have the program. Mr. Dawson stated that the program was something that has been praised by many cities. He requested that the City consider the Incentive for Worker's Compensation.

Commissioner MacLeod asked to receive written material on the program. The City Manager stated that he received an informal outline and the Department Heads received copies. The City Manager pointed out that the City was self insured and the program would deter persons from filing claims. He explained that each month a drawing will be held and persons who have not had a loss time injury could participate.

Mayor Wilson asked if the drawing was some form of lottery. Mr. Warwick stated that he did not think the drawing was a form of lottery, but it was an incentive not to have work loss claims and not to have accidents.

Commissioner Lawrence recommended that the Commission take the Incentive program under advisement and bring back the matter to a work session.

The City Manager reported that the Housing Authority was requesting an agreement to provide Police Officers for the safety and protection of residents and the employees of the Housing Authority.

Commissioner Lawrence moved and Commissioner MacLeod seconded the motion approving the agreement with the Housing Authority to contract with the City for Police Services. The motion passed unanimously.

#### AGREEMENT

This agreement entered into between the Housing Authority, City of Brunswick, Georgia (hereinafter "the Authority") and the City of Brunswick (hereinafter "the City" on the 20th day of April, 1994, but as of and effective from July 1, 1993.

Whereas, the Authority has need of special police services in its projects in order to provide for the safety and protection of the residents in those neighborhoods and the employees of the Authority who work in those neighborhoods; and

Whereas, the City would like to provide as many police services as possible, but has limited funds and is unable to provide any additional police services or protection unless the cost of such services and protection can be partially defrayed by payments from the Authority; and

Whereas, the Authority has received a one-time grant from the United States Department of Housing Urban Development which will provide additional funds to the Authority to enable it to contract with the City for expansion of police services and protection within the projects through June 30, 1995; and,

Whereas, the parties wish to set forth in writing their agreement as to the additional police services and protection;

Now Therefore, it is agreed between the Authority and the City as follows:

1. The City will furnish additional police personnel for vehicle, foot and/or bicycle patrol. During the term of this agreement, the City agrees to furnish at least two police officers who shall be assigned to provide special police protection and patrol services to the Authority's housing projects, including any future additions and developments. Depending upon the availability and amount of grant funds, the City may provide as many as four such officers. Furthermore, throughout the terms of this agreement, the City shall provide adequate supervisory personnel for the patrol officers.
2. Hiring and Selection of the Patrol Officers: the City agrees that all patrol officers shall be officers who have demonstrated a capability to relate to the tenants of the Authority's projects so that the officers may further public relations of the City's Police Department and of the Authority. Although the decision as to which officers to assign shall remain within the control of and shall be within the exclusive prerogative of the City, the City will make
3. The City agrees that the patrol officers assigned to work in these neighborhoods and housing projects will make every reasonable effort to become knowledgeable about the tenants and the problems incident to the projects, in order to develop an effective line of communication between the tenants, the City and the Authority.
4. The patrol officers assigned will attend tenant meetings and will meet with other interested community leaders as often as possible. The City agrees that the patrol officers will patrol the stated areas and respond to as many police calls in the project areas as possible. Furthermore, said patrol officers shall organize and coordinate anti-crime and security programs for tenants; shall alone or in conjunction with local agencies develop youth initiative programs, and serve as role models for the youth living in public housing; and shall motivate and mobilize the residents of public housing to reclaim their neighborhoods.
5. The City agrees that the Authority will have free access to all public information which in any way deals with criminal activity in any of the Authority neighborhoods. It is agreed that the City will provide to the Authority copies of such incident reports or other public documents which reflect any actual or potential criminal activity in or around Authority neighborhoods. This information will be provided by the City to the Authority on a regular basis in accordance with specified procedures that have been or will be hereafter established. It is further agreed that to the extent necessary, the patrol officers assigned will appear as witnesses in Authority administrative grievance procedures, civil dispossessory hearings, or other civil proceedings where the issue involved is criminal or

quasicriminal conduct in or near the Authority neighborhoods involving any tenant, member of a tenant's household, or any tenant or household member's guest.

6. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by patrol officers in accordance with this agreement, a representative of the patrol officers or their supervisor will meet with management representatives of the Authority on a regular basis for the purpose of reviewing the current program and planning for future changes or modifications to the program.
7. The City agrees that Authority representatives may from time to time accompany patrol officers as they perform their duties in and around the Authority neighborhoods, provided that any Authority representative shall proceed at his or her own risk and the City shall in no way be responsible for injury or death that may result or be incurred by such representative.
8. It is agreed and understood that the primary area of responsibility of the patrol officers shall be the neighborhoods in which various Authority housing units are located. It is not intended, however, that the patrol officers shall limit their efforts solely to the limits of the property owned by the Authority, and both the City and the Authority agree that criminal activity in the areas surrounding Authority neighborhoods affect the entire neighborhoods and that therefore these surrounding areas shall be included in the area upon which the patrol officers focus their attention.
9. It is understood and expected that from time to time the patrol officers will be called to emergency duty in areas other than the Authority neighborhoods and the immediately surrounding area. However, the City agrees that substantially all of the time and efforts of the patrol officers shall be utilized in providing police protection and police services upon Authority property and surrounding neighborhoods.
10. The City agrees that the services anticipated to be rendered by the patrol officers under this agreement are beyond those which it provides to its ordinary citizens and that the residents and other persons present in the Authority neighborhoods shall nonetheless be entitled to ordinary and routine police protection and services the same as any other resident of the City of Brunswick.
11. The City agrees that it will provide the patrol officers with such patrol cars and other equipment as may be necessary and reasonable in order to allow them to carry out the duties anticipated under this agreement.
12. The City shall pay all salaries and other amounts due to the patrol officers and supervisory personnel.
13. In consideration of the foregoing, the Authority agrees to reimburse the City for the

following actual expenses

incurred by the City in connection with up to four officers; (a) actual reasonable base salary (excluding overtime); (b) actual reasonable and normal employee benefits, provided, that in no event shall the total of these two items exceed \$115,000.00 dollars. The Authority's payments to the City shall be due the first of the month following the month in which the actual expense is incurred and/or paid by the City. These expenses shall be paid upon receipt of an invoice from the City detailing the amounts due per officer. All worker's compensation obligations and other expenses shall be borne solely and exclusively by the City. The number of patrol officers for whom reimbursement shall be paid shall be wholly dependent upon the grant funds available to Authority from time to time.

14. The terms of this agreement shall be for a term beginning July 1, 1993, through and including June 30, 1995.

15. The Authority and the City agree that in conducting their duties under this agreement, the patrol officers

shall be independent contractors insofar as their relationship to the Authority is concerned and otherwise are employees of the City only, and the Authority shall not be responsible for any damage or injury to third persons which may be caused by acts or failure to act of any patrol officer, nor shall the Authority be responsible for any worker's compensation benefits or damages incurred by or resulting to any patrol officer while performing any duties under this contract. At all times the patrol officers shall be employees of the City, an to the extent that any patrol officer incurs any personal injury, he shall be entitled to worker's compensation benefits only from the City and not from the Authority. It is agreed that the Authority has no control over the manner in which any patrol officer shall exercise the City's obligation to provide police services and patrols in the Authority neighborhoods, and the details as to the time and location of the services rendered by the patrol officers shall be subject to the discretion of the City and its Police Department, and shall not be under the control of the Authority.

16. This agreement shall represent the entire and sole agreement between the parties and may not be modified or amended except by written agreement signed by the City and by the Authority.

Commissioner Lawrence asked Don McGlamory the Executive Director of the Housing Authority to consider placing a fence around the open field in McIntyre Court. Mr. McGlamory stated that he would take the matter under advisement.

#### **COMMUNITY CORRECTIONS AGREEMENT**

Judge William Ligon was present to request that the City enter into a contract with

Community Corrections Corporation to provide services for the Municipal Court for one year. Judge Ligon updated Commissioner MacLeod on the Probation and Rehabilitation program offered through Community Corrections Corporation. Commissioner MacLeod stated that he would like to receive a copy of the agreement.

Commissioner Lawrence moved and Commissioner Davis seconded the motion to approve the contract with Community Corrections Corporation for one year. On call for the question the motion passed by vote of 3 to 0. Commissioner MacLeod abstaining.

THIS CONTRACT made and entered into this 20th day of April, 1994, between The CITY OF BRUNSWICK, GEORGIA (hereinafter referred to as "City") and COMMUNITY CORRECTIONS CORPORATION (hereinafter referred to as "CC"), to be approved as to form by the Judge of the Municipal Court (hereinafter referred to as the "Court").

#### WITNESSETH

WHEREAS, City is permitted by O.C.G.A. ~42-8-102 to provide general probation supervision, fine collection services, counseling and other probation services for persons convicted of certain misdemeanors; and

WHEREAS, CCC is uniquely qualified and experienced in providing comprehensive professional services and is willing to contract with City in an effort to comply with the legislative enactment as well as all standards and qualifications as set forth by the Advisory Council for Probation; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by CCC of such probation services as ordered by the Court.

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

#### **1. DESIGNATION BY CITY**

The City shall designate CCC as the private entity to coordinate and provide direct probation and rehabilitation programs services to offenders sentenced by and under the jurisdiction of the Court.

#### **2. SCOPE OF SERVICES**

CCC shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the legislative enactment (O.C.G.A. ~42-8-102) as well as all standards and qualifications as set forth by the Advisory Council for Probation.
- B. Operate under the conditions as agreed to by and between CCC and the Court, as more fully set forth in Exhibition "A" attached hereto.
- C. Provide such services as specifically set forth in Exhibit "B" for the provisions of services to offenders under the jurisdictions of the Court.

- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in Exhibit "B".
- E. Maintain individual files for each offender participating in CCC's programs. The files will be maintained in a secured area, in a locked file cabinet of safe.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide Counseling and Supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to statistical reports, caseload data to assure that CCC is providing program services and maintaining financial records reflective of good business practice.
- H. Make fiscal and program records available within (10) working dates for review and maintaining financial records reflective of good business practice.
- I. Bill the offender 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 offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in Exhibit "B" . Each offender shall be charged a maximum not to exceed the program costs as specified in Exhibit "B" unless it is approved in advance by the Court .
- K. Submit monthly written report to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the offender. The report shall include the services being 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 and City by the tenth (10th) day of the following month.
- L. Tender all Court fines, costs and restitution ordered and collected during the month from the

offender to the City by the end of the last working day of each month.

M. Comply with all laws regarding confidentiality of offender records.

N. Furnish a surety bond or letter of credit in the amount of not less than one hundred thousand dollars (\$100,000) as security for the satisfactory performance of the Contract.

O. Not attempt to profit from any fines, restitution, or court cost collected from the offenders.

### **3. PERIOD OF SERVICE**

The performance of services described in Section 1 of this Contract shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_ at which time the Contract shall expire. Notwithstanding the date of expiration of this Contract, this Contract shall automatically renew under the same terms and conditions as provided for herein unless written notice to the contrary is directed to the other party within thirty (30) days prior to the date of expiration.

### **4. DEFICIENCIES IN SERVICE**

In the event the Court or City determines there are deficiencies in the service and work provided by CCC, the Court or City shall notify CCC in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, CCC shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force, equipment or modifying the policies and procedures used by CCC in performing services pursuant to this Contract. If CCC fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the Court or City may declare CCC in Default and this Contract shall be declared terminated upon receipt by CCC of notice thereof.

### **5. DISPUTES**

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by CCC, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted to the Chief Judge for resolution; provided, however, in the event either party shall have the right to litigate the matter in its' entirety in a court of competent jurisdiction. The party wishing to submit a matter to the Chief Judge shall do so by written notice to the other party and to the Chief Judge, which notice shall specify the nature of the controversy, claim or dispute. The Chief Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Chief Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Chief Judge is the complaining party, the City Council shall be asked to resolve the issues presented.

### **6. TERMINATION**

City may terminate this Agreement if CCC becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Either party may terminate this contract for default (other than deficiencies in service) by giving the other party written notice thereof, specifying with particularity each such default. The party in default shall have thirty (30) days after receipt of notice to cure or take reasonable steps to cure the default. If the party in default fails to cure or take reasonable steps to cure the

default within the thirty (30) day period, the other party may declare the Contract terminated effective upon receipt of notice thereof.

## **7. TRANSFER OF OPERATIONS**

In the event CCC defaults by failing to begin service at the time specified or discontinues a material portion of the service provided for by this Contract, City may, at its election and upon seven (7) working days prior written notice to CCC, take possession of the premises and equipment assigned to CCC in connection with this Contract, and City shall use the same in the performance of the services described herein. CCC agrees to surrender peacefully said premises, assigned equipment and records upon receiving an itemized receipt from City for said items. CCC agrees that in the event it disputes City's right to invoke the provisions of this Section, it will not seek injunction or other similar relief, but will either negotiate an adjustment of the matter with City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

## **8. RIGHT TO REQUIRE PERFORMANCE**

The failure of City at any time to require by CCC of any provisions hereof shall in no way affect the right of City thereafter to enforce same. Nor shall waiver by City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **9. ACCESS TO BOOKS AND RECORDS**

City's representatives shall have access, at all reasonable times and upon prior notice to CCC's representative, to all CCC's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description (excluding computer software) pertaining to work under the Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year or calendar year within the last two years.

## **10. INSURANCE**

CCC shall provide and maintain during the life of this Contract, worker's compensation insurance and general liability with the following limits of liability:

General Liability                      \$1,000,000

Professional Liability                \$1,000,000

Workmen's Compensation            Legal Requirement

Agent	Piedmont Insurance	Associates
	2119 Pace Street	
	Covington, GA 30209	
	(404) 786-0405	

A copy of the subject insurance policy shall be furnished to the City and the insurance company chosen by CCC shall be acceptable to the City which shall act reasonably in regards to such acceptance.

## **11. INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by CCC, the Court or the City shall not be liable to CCC, nor to anyone who may claim a right resulting

from any relationship with CCC, for any act or omission of CCC, its' employees, agents or participants in the performance of services conducted on the property of the City. In addition, CCC agrees to indemnify the Court and City, their employees, agents or participants with such, harmless from any and all claims, actions proceedings, expenses, damages, liabilities, or losses, (including, but not limited to attorney's fees and court cost) arising out of, or in connections, with the services performed by CCC.

## **12. ASSIGNMENT**

The duties and obligations assumed by CCC are professional services unique to CCC and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

## **13. VALIDITY**

This Contract shall not be binding on any successor to the undersigned Official of City or the Court. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, or federal laws.

## **14. NOTICE**

Any notice provided for this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to: Community Corrections Corp., P.O. Box 81308, Conyers, GA 30208

## **15. FINANCIAL OBLIGATIONS**

This Contract does not provide for any financial obligation from the City of Brunswick to Community Corrections Corporation.

## **16. ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by their reference, 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 amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless in writing and signed by all parties hereto.

## **17. COUNTY PROBATION ADVISORY COUNCIL**

### **Rules and Regulations for Contracts or Agreements for Probation Service**

**1. Any private entity providing services for the supervision of misdemeanor probationers must contract with the county in which the services are to be rendered. Terms of the contract shall state, but are not limited to:**

**(a) The extent of the services to be rendered by the entity providing supervision or rehabilitation.**

(See Exhibit "B" of the Contract)

**(b) Staff qualifications and criminal record checks of staff in accordance with the rules and regulations established by the County Probation Advisory Council.**

**(c) Staff Levels:**

Caseloads will not exceed 225-250 per officer.

**(d) Policies and procedures for the training of staff.**

(See Probation Officer Training Policies and Procedures - Attachment I)

**(e) Bonding of staff and liability insurance coverage.**

(See Section 2N and Section 10 of the Contract)

**(f) Standards of supervision, including frequency and type of contracts.**

(See Standards for Supervision - Attachment III)

**(g) Procedures for handling the collection of all court ordered fines, fees and restitution.**

(See Section 2K and 2L of the Contract)

**(h) Procedures for handling indigent offenders which insure placement irrespective of ability to pay.**

If the court suspends the court costs, CCC will suspend its program costs.

**(i) Circumstances under which revocation of an offender's probation may be recommended.**

**(j) Reporting and record keeping requirements.**

(See Section 2F of the Contract)

**(k) Default and contract termination procedures.**

(See Section 4,5 and 6 of the Contract)

**In addition, the entity shall supply the Chief Judge's office at least quarterly a report summarizing the number of offenders supervised by the private entity, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated (and the reason for termination). All records of the entity shall be open to inspection upon the request of the county, the court, the State of Georgia Department of Audits, or agents thereof.**

**2. The private entity providing misdemeanor supervision shall also comply with other applicable provisions of the law.**

All CCC staff are expected to be knowledgeable of Title 42 (Probation Law)

**ATTACHMENT I**

PROBATION OFFICER TRAINING POLICIES AND PROCEDURES:

I. ON THE JOB TRAINING:

- A. ONE-ON-ONE TRAINING TO ORIENT NEWLY HIRED PROBATION OFFICERS/PROBATION AIDES TO ALL CCC FUNCTIONS AS THEY RELATE TO THE COURTS AND PROBATION SERVICES.
- B. 16 ITEMS REVIEWED BY SUPERVISOR OR TRAINER WITH NEW PROBATION OFFICER AIDE TO ASSURE PROPER EXPOSURE AND UNDERSTANDING OF CCC PROCEDURES.
- C. ON-THE-JOB TRAINING COMPLETED WITHIN 90 DAYS OF EMPLOYMENT.

II. PRE-SERVICE TRAINING

- A. COMPLETED DURING FIRST THREE MONTHS OF EMPLOYMENT
- B. GROUP LECTURE, GROUP DISCUSSION, VIDEO TAPE, PRE-TEST/POST TEST FORMAT.
- C. PROBATION LAW - STUDY AND TEST WITH 90% PASS REQUIREMENT.
- D. MINIMUM - 32-45 CLASS HOURS, SELF STUDY AND TESTING
- E. PRE-SERVICE EDUCATION INCLUDES ORIENTATION TO CCC, DEFINITIONS, STANDARDS OF SUPERVISION, FEE COLLECTION, ASSESSMENT TOOLS, CASE MANAGEMENT, SAFETY AND SECURITY, FORMS AND REPORT WRITING, WARRANTS AND REVOCATIONS, DOCUMENTATION, PROBATION LAW, TRAFFIC LAW, AND COMMUNITY SERVICE.

III. CONTINUING EDUCATION FOR ALL PROBATION OFFICERS - ONGOING THROUGHOUT TENURE

- A. MINIMUM - QUARTERLY 8 HOURS (32 HOURS ANNUAL)  
SUBJECTS INCLUDE THOSE WHICH ASSURE CONTINUING QUALITY ASSURANCE, CRISES MANAGEMENT, PERSONAL DEVELOPMENT, NEW INFORMATION CONCERNING PROBATION SYSTEMS, ORGANIZATIONAL SKILLS, COUNSELING AND SUPERVISION SKILLS.
- C. 4-8 HOURS - ATTENDANCE AT ONE COMMUNITY CORRECTIONS PROGRAM DESIGNED FOR OFFENDERS WITH SPECIAL EMPHASIS ON PERSONAL RESPONSIBILITY OR SUBSTANCE USE EDUCATION.
- D. 5 HOURS - PROGRAMMED INSTRUCTION AND VIDEO (WORKING WITH VIOLENCE CASES.)

IV. SUPERVISOR TRAINING

REQUIREMENTS:

- A. SUCCESSFUL COMPLETION OF EXAM: "WHAT EVERY PROBATION OFFICER SHOULD KNOW".
- B. COMPLETION OF 36 HOUR MANAGEMENT DEVELOPMENT PROGRAM, LEVEL I, CARL VINSON INSTITUTE OF GOVERNMENT, GEORGIA CENTER FOR CONTINUING EDUCATION, CONTINUING EDUCATION

## CREDITS RECEIVED

### I. Conditions of Probation.

- A. The probation officer should, in every case, make certain that the probationer understands what is required of him/her, his/her responsibilities and possible consequences of violation of conditions as set forth in the court order.
- B. The probation officer should be certain that the client signs the court order and/or pay record , thus providing documentation that all terms were explained and understood by the client.
- C. The probation officer should insure that the probationer has in his/her possession a copy of the written terms of probation as well as a copy of the court order, and "Pay Record".

### II. Orientation of Probationers.

There should be an interpretation of the probation and responsibilities and an explanation of the services, limitation and values of probation and an interpretation of the probationer's status in relationship to the court and community.

### III. Individual Case Service.

- A. The probation officer should apply and extend the fact finding and evaluation process into the supervision phase of probation.
- B. The probation officer should render casework service, through referral, to provide counseling with the probationer and his/her family in connection with the probationer's physical and mental health, family relationship, employment and economic situation.
- C. The probation officer should record and report on the status of each case and on the services rendered and should document all changes in status by timely chronological or incident entries in the case file.
- D. Court ordered treatment goals should be established and progress or lack of such should be recorded in each case.

### IV. Reporting and Standards for Contracts.

- A. The frequency, location and mode of reporting should be based on the individual case needs, the level of supervision and the clients demonstrated compliance. The minimum standards for contacts are weekly for two months, biweekly for two months, and monthly for balance of probation. Exceptions must require documentation.
- B. For out of state and unsupervised cases the probation

officer should arrange with the probationer to submit a monthly mail-in report regarding his/her place of residence, place and extent of employment, and the probationer's income and expenses.

V. Violation and Modification.

- A. The probation officer should report through an oral or delinquent report all applicable infractions of court orders to the court.
- B. The probation officer must refer to the court matters in which modifications of the court order or revocation of probation are indicated.

VI. Termination.

The probation officer may seek from the court early termination of probation in cases where the probationer's conduct or the circumstances warrant such action and where further probationary services are no longer deemed necessary.

VII. Minimum Time on Probation

A probationer should serve no less than three months before being terminated unless court specifies otherwise.

**ATTACHMENT III**

**VIOLATION OF PROBATION**

**AUTHORITY:** Court Policy

**FORMS:** Warrant; Petition to Revoke Probation; Suspension

**PURPOSE:** To deal with alleged violations of probation.

**PROCEDURE:** When a probationer appears to have violated his probation, one of the following procedures shall be followed.

A probationer need not be returned to court for every minor technical violation. However, these should never be ignored. Records of all minor violations and their resolution should be maintained and be available for future reference. A technical violation of probation involves the probationer failing to abide by the terms and conditions of his probation, such as failing to report, failing to pay on established schedule, or failing to perform community service.

A subsequent arrest is NOT a technical violation; it is a new violation of the law. These are normally considered a major violation. These should be investigated promptly and thoroughly, and documented. Such investigation may include obtaining police reports, copies of statement from victims and/or witnesses, a statement or explanation from the Probationer, and a certified copy of the alleged violation.

**IN NO INSTANCE SHALL ANY NEW VIOLATION OF THE LAW BE IGNORED.**

EXHIBIT 'A'

The following operational conditions shall be in addition to those heretofore provided in the Contract. To the extent any condition herein conflicts with provisions contained within the Contract, the same set forth herein shall control.

(to be provided by way of amendment hereto)

EXHIBIT 'B'  
COMMUNITY CORRECTIONS CORPORATION  
PROGRAM OFFERINGS

Court Services

Staff will attend court, complete personal history statements and initiate the collection of court and program costs. Staff will administer a probation case classification instrument. Individual files will be established and records maintained for reports of program participation as requested by the Court.

Coordinate Community Service Work - No Cost

Staff will coordinate activities for those offenders who are ordered to perform community service. This will include arranging for the work, follow-up of performance and records maintained of program participation.

Personal Financial Management - \$65.00

An evaluation and after care program to assist persons who have failed to make good on a check or have written a series of bad checks over time. A program to assist the individual in learning about personal attitudes, behaviors, stress, financial management and developing new coping strategies.

Substance Abuse Program - \$95.00

An evaluation, with training and after care program to assist persons in analyzing attitudes and values, which emphasizes the impact of substance abuse on themselves and their family. Individuals will learn how heredity, personality, family and the environment contributes to abuse. Individuals will be involved in after care goals attainment and strategy sessions.

#### Personal Responsibility - \$45.00

An instructional program based on the principles of responsibility psychology. An assessment of learning styles, coping behaviors and outcomes of responsible behaviors is the early focus of this program. Identifying, developing and nurturing dependable, reliable and efficient behaviors are the expected outcome.

#### Employment Program - \$50.00

An evaluation, with training and instruction on how to write a resume, organize a job search, look for a job and complete job applications. A review of personal values and strengths with a view of their impact on employment. After care services will concentrate on the interview process, job placement and job retention activities.

#### Drug/Alcohol Screens

The drug/alcohol screen program will be coordinated with local health officials. Results will be available within 48 hours.

#### Conflict Resolution - \$255.00

An evaluation and intensive training program directed toward teaching participants about violent behavior. Participants will understand the factors which cause their violent behavior leading to the development of goals and strategies to overcome violence in their personal lives. The after care program will be administered by counseling groups.

#### Evaluation-\$50.00-Domestic Violence \$75.00-Sex Offender \$150.

An evaluation will be performed in order to determine treatment needs for either alcohol or drugs or both. A written copy of the results can be provided within 48 hours to the court and to the offender to insure timely administration of treatment.

#### Emergency First Aid - \$50.00

A training program of lecture, activity and demonstration on one rescuer, CPR, airway obstructions, bleeding, fracture, shock and moving victims. A CPR certificate is awarded upon program completion.

#### Residential Centers

Offender management programs include residential diversion, restitution and reintegration centers, also a 24 hour surveillance and specialized community offender supervision program.

#### Training/Education

Community Corrections Corporation has provided training and consultation to the states of Arizona, Arkansas, Texas, Illinois, and Tennessee. Training is provided to governmental entities in community supervision programs to include residential services. Community Corrections Corporation staff has provided over 20,000 hours of training/consultation services to local, state and private institutions.

#### Investigations - Negotiable

Community Corrections Corporation believes that accurate information regarding offenders will assist judges in making good decisions about prison or community supervision. The Corporation provides an extensive offender assessment and personal history analysis by which a report is then prepared for the sentencing or releasing entity.

#### Computer Management System

A comprehensive offender management system is installed. The system maintains complete financial and offender information, payment entry, delinquent letters, warrants and other pertinent information needed for tracking offenders. The current status of an offender can be accessed at any time during the day.

#### Community Supervision - \$30.00 per month

An ongoing offender monitoring program which accounts for the activities of offenders serving their sentence on probation. The offender Supervision is offered through intensive and regular, programs which vary in intensity and service.

#### Electronic Monitoring - \$9.50 per day

Community Corrections Corporation contracts with Secured House Arrest and Rehabilitation Enterprise, Inc. (SHARE). Share is a Florida corporation with computer and operations center located in Madison, Florida, for all electronic monitoring services provided by Community Corrections Services, Inc., (CSI) of Ft. Lauderdale, Florida.

The monitoring system consists of the use of an electronic transmitter which is attached to the ankle or wrist with a comfortable strap. It is a waterproof unit with a long-life lithium battery. The transmitter is attached in the probation office. The offender takes a monitor/dialer to his/her home and plugs it into the home phone. After connection to the phone line at home, the monitor automatically calls up the central computer and reports the offenders arrival and departure. The equipment is not affected by power outages or temporary phone service disruptions. The receiver/dialer has a built-in power supply and memory that will update the central monitoring station as to any activity during the black-out period.

A curfew is programmed into the computer for each day of the week to accommodate class room time, work schedules, counseling periods, or medical visits. Notice of violations of the curfew is made to each probation officer for evaluation on an immediate basis. This notice is provided by phone/beeper/or FAX message.

The computer provides all status reports and case load management for accurate, reliable, and continuous monitoring of each offender's departures and returns. The offender's schedule is monitored minute by minute and the computer at the central monitoring agency will indicate any discrepancies.

Community Corrections Corporation/SHARE provides all monitors, transmitters, supplies, forms, straps, etc., and assists with an inventory of equipment to accommodate immediate hookup and monitoring services.

## **CEMETERY DEEDS**

On motion of Commissioner Davis seconded by Commissioner Lawrence the following petitions were unanimously granted:

- (1) Transferring Lot No. 6, Section No. 78 in Greenwood Cemetery from Juanita Dunwoody to Arthur W. Stewart.  
Original deed lost or misplaced, but City records verify ownership.
- (2) Issuing a new deed to Vancene Collins to Plot A of Lot No. 5, Section No. 9, in Palmetto Cemetery in lieu of original deed which has been lost misplaced or destroyed, but City records verify ownership.

## **REDEMPTION DEEDS**

On motion of Commissioner Davis seconded by Commissioner Lawrence the mayor was authorized to execute redemption deed as petitioned for:

- (1) Redemption requested in the name of the present owner Greyhound Lines, Inc., East to W-1/2 of Old Town Lot No. 361. All taxes and interest in the amount of \$275.18 for the year 1986 have been paid and account is clear.

## **MONTHLY REPORTS**

The following reports for the month of March 1994 were submitted and filed as information: (1) General Fund (2) Water and Wastewater (3) Community Development (4) Metro Squad (5) Recorder's Court. On motion of Commissioner Lawrence seconded by Commissioner Davis the monthly reports were unanimously approved.

## **OTHER CITY BUSINESS**

Commissioner Lawrence asked if Mr. Hart was placed on the Agenda. The City Manager stated that he did not receive the items from Mr. Hart to complete his application. Mr. Hart submitted his application to the City Manager. Commissioner Lawrence asked the City Manager to give Mr. Hart some direction as what the Commission will do. The City Manager stated that Mr. Hart should submit a sketch or diagram showing the location of the building, the area to be used and property lines of real property where the business of selling alcoholic beverages and the distances from churches and schools.

Mr. Tresvant owner of Chico's Lounge stated that a lounge should be one hundred feet walking distance from a church and the distance applies to new buildings only.

Henry Stevens stated that the Church should not be considered because Mr. Hart was there before the Church.

Willie Mae Lewis stated that she observed the church in the day and night and the church sign was placed on the building in the day time and was removed at night.

Mayor Wilson stated that Mr. Hart's application would be considered at the next meeting.

The City Manager reported that the County requested that the City join the County Regional

Purchasing program. Mayor Wilson stated that the City already has an A-1 Credit Rating and is currently receiving the best wholesale prices. This met the consensus of the Commission.

Commissioner Lawrence moved and Commissioner MacLeod seconded the motion reappointing Commissioner Davis to the Visitor's Bureau. The motion passed unanimously.

The City Manager reported that the Joint City/County Appointment for the Hospital Authority was pending. The City Manager asked the Commission if they would like to meet with the County to discuss the matter.

Commissioner MacLeod moved and Commissioner Davis seconded the motion to accept the nominations from the County for the Joint City/County Appointment to the Hospital Authority. The motion passed unanimously.

The City Manager reported that citizens was not interested in serving on the SPLOST Committee.

The City Manager reported that the Northwest quadrant of Queen's Square will be used for the Farmer's market. Mayor Wilson suggested that the City Manager purchase three or four surplus military tents for the Farmer's Market.

Commissioner MacLeod asked the City Manager did he communicate with the owner of the causeway property. The City Manager stated that the Realtor will get back to the City after they speak with the owners about cleaning the property.

The City Attorney stated that he will present a new ordinance for Tax Sales of City properties at the next meeting.

Commissioner Davis reported that she and Commissioner MacLeod just returned from Washington, D. C. with the Chamber of Commerce. Commissioner Davis reported that she also attended the Clean and Beautiful Committee meeting.

Commissioner Lawrence asked the City Attorney if the Commission was in violation of the City Charter by interviewing the Police Chief Applicants. The City Attorney stated that he informed the City Manager that there was nothing in the Charter that prohibits the Commission from interviewing directors.

The City Attorney reported that he was concerned about churches being operated in a commercial building. The City Attorney stated that churches are operating under a retail commercial building or an office building. The City Attorney stated that a congregation has acquired Roger's Drug Store. The State Revenue agent applies to the distance between an applicant premise and a building designed for an actual church type premise. The City Attorney stated that a school is a place of academic learning according to the State Revenue Department.

The City Attorney reported that he will draft an Ordinance with provisions for persons that do not clean their property and the Ordinance will address junked vehicles.

Mayor Wilson stated that he would like to make it unequivocally clear that the City Manager has not disclosed to any Council member who he plans to recommend for Police Chief.

Mayor Wilson and Commissioner MacLeod asked the City Manager to look into the American Disability Act to see if small businesses could be grand fathered in, and that some consideration be given to family members to continue to operate family businesses.

Mayor Wilson scheduled a Called Meeting for Monday April 25, 1994 at 3:30 to resolve the appointment of the Police Chief.

**MEETING ADJOURNED.**

\_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk