

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: May 14th, 2013
Subject: Judicial Correction Services, INC

REQUEST:

City Council authorization is requested to renew the contract between the City of Gautier and Judicial Correction Services, INC.

BACKGROUND:

The Judicial Correction Services, INC will provide probation and case supervision plus related services for the benefit of the City and the Court Department. The City will enter into this agreement with JCS to provide probations services set forth in the attached exhibits:

Exhibit A – Uniform Standards of Probation Supervision

Exhibit B – Services Provides by JCS

Exhibit C – Compensation to JCS

This agreement will initially extend for two years from the date of executing, and shall automatically renew in one-year increments thereafter unless terminated by either party with a thirty (30) day written notice.

RECOMMENDATION:

Based on the contract provided, it is recommended that the Council approve the contract between the City of Gautier and Judicial Correction Services Inc.

ACCOUNT BUDGET:

No Budget Account

ATTACHMENT(S):

Contract

Exhibit A

Exhibit B

Exhibit C



**JUDICIAL CORRECTION SERVICES, INC.
CLIENT AGREEMENT**

CITY OF GAUTIER, MISSISSIPPI

COUNTY OF JACKSON

THIS AGREEMENT made and entered into this ____ day of May, 2013, by and between the City of Gautier, Mississippi (the "City"), the City's Municipal Court (the "Court") and Judicial Correction Services, Inc., a Delaware corporation, ("JCS").

RECITALS

WHEREAS, the City, through its duly elected or appointed officials, is authorized to enter into a binding contract with a qualified vendor to provide probation & case supervision plus related services for the benefit of the City and Court;

WHEREAS, JCS, who conducts probation & supervision services for various county and city entities and represents that it is a qualified vendor able and willing to provide these services to the City and Court;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy and sufficiency of which is acknowledged by the parties hereto, the City and Court enter into this agreement with JCS to provide probation services upon the terms set forth below, including the following Exhibits:

- Exhibit A – Uniform Standards of Probation Supervision
- Exhibit B – Services Provided by JCS
- Exhibit C – Compensation to JCS

This agreement will initially extend for two years from the date of execution, and shall automatically renew in one-year increments thereafter unless terminated by either party with a thirty (30) day written notice.

The foregoing and exhibits A, B and C constitutes the entire agreement between the parties and supersedes any representation or agreement heretofore made. This agreement shall be governed by the laws of the State of Alabama and may be amended only by a document in writing signed by a duly authorized representative of the City and JCS.

WITNESS the hand and seal of the authorized representatives of the City and JCS effective as of the date first above written.

CITY/COURT OF GAUTIER, Mississippi

By: _____

Title: _____

Judicial Correction Services, Inc.

By: _____

Title: _____

EXHIBIT A
UNIFORM STANDARDS OF PROBATION SUPERVISION

1. All JCS probation officers will be at least 21 years of age at the time of appointment.
2. JCS will employ at least one supervisor of private probation officers with a minimum of five years experience in corrections, parole or probation services.
3. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.
4. JCS will complete record checks on all staff in accordance with its standard operating procedures, to include criminal background and previous employment checks.
5. JCS will supervise all probated cases sentenced & so ordered by the Court. JCS will also supervise indigent cases when determined by the Court. These cases will not be charged the standard probation fee, but will still be offered all JCS services.
6. Probationers not complying with the terms set forth in the Court's order will have the facts of there case provided to the Court. In the event of a hearing, the probation officer will testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.
7. Probationers who pay their entire fine and Court costs within thirty days of the sentencing date will not be charged a probation supervision fee by JCS, although they would be responsible for a \$10 set-up fee.
8. JCS shall comply with all provisions of local, state and federal law.

EXHIBIT B
SERVICES PROVIDED BY JCS

1. Attend regularly 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 JCS at least 30 days in advance.
2. Conduct an initial interview with each probationer at the time of his or her sentencing 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 offenders for compliance with terms and conditions of probation as required by the Court, notifying the Court of any non-compliance. The Court will decide when and if revocation of probation is necessary.
4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other costs associated with the Court, and disburse said monies as follows:
 - a. Restitution shall be paid to JCS who will disburse monies directly to the victim, or, the restitution may be paid to the Clerk of Court for distribution to the victim, as directed by the Court.
 - b. All fines, surcharges, and other fees shall be paid to JCS who will disburse monies to the City as directed by Court.
5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.
6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community service. JCS will at the court's request assist in locating non-profit and public agencies in which community service may be performed.
7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.
8. Provide reports to the Court regarding compliance and payment information as requested.
9. JCS shall supervise all persons assigned to probation by the Court with a ratio of probationers to staff of no greater than 300 to 1.
10. JCS shall maintain professional liability insurance in an amount not less than one million (\$1,000,000) dollars.
11. Each probationer placed on probation under the supervision of JCS will be required to meet with their assigned probation officer at least every 30 days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month. Certain probationers may be relieved of the obligation of an in-person appointment should unique circumstances require it.

12. JCS may recommend to the Court early probation release if a probationer has fulfilled all Court ordered requirements and paid all fines. Any remaining fees will not be assessed against the probationer if the Court grants early release.
13. JCS provides coordination of sentence requirements, verification of information & facilitates communication between the court and offender. JCS does assist offenders with meeting the courts requirements. Decisions regarding sentencing, violation, early release, modification and other matters unique to an offender is the sole discretion of the Judge or his designate. The Court represents that each case assigned to JCS has been properly adjudicated and is referred in compliance with applicable statute(s).
14. JCS shall provide a summary of activity no less than annually, and make itself available for examination of said report upon request of the Court. JCS will make itself available for examination at a public council meeting or at a date and time of the Court's choosing and requests a seven-day notice of said meeting. In matters of this client agreement relating to extension, modification or termination which occur at a public council meeting or open work session, JCS shall receive notice of said hearing or agenda item no less than seven days prior to the public hearing.

EXHIBIT C
COMPENSATION TO JCS

JCS agrees that it will not invoice the City or Court for its services. In consideration of the probation services provided by JCS, the Court agrees that each Court Order shall provide for the following:

1. Probation fee to be paid to Judicial Correction Services consistent with the prevailing fee at time of sentencing. The current fee being \$40.00 per 30-day period (basic or intensive supervision). The judge shall have the sole authority to set the amount of supervision fee (if any) to be paid by the offender.
2. One time probationer set-up fee of \$10.00. This set-up fee includes courtroom processing and data and digital image entry into JCS's proprietary ProbationTracker™ software system.
3. Community service insurance of \$15.00 per 40 hours of community service assigned, if such insurance is expressly ordered by the Court. This insurance provides up to \$10,000 of medical/death benefits if the probationer is injured or killed while performing community service.
4. JCS provides a wide array of other probation related services such as alternative sentencing programs, classes & GPS/electronic monitoring. Should the Court decide that it would like to avail itself of any of these services, a representative of JCS will be glad to meet with the Court and discuss the fee structure(s). Certain services require a minimum caseload level. Certain services require an additional payment which may be paid by the offender or the Court/City at the Courts option.