

- Z. GPM shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. GPM shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

### **PRETRIAL INTERVENTION AND DIVERSION PROGRAM**

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Lowndes County Superior Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, the County designates GPM as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

### **PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31<sup>st</sup>, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

### **PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the County.

### **DEFICIENCIES IN SERVICE, TERMINATION**

In the event the County determines there are deficiencies in the service and work provided by GPM, the County shall notify GPM in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, GPM shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by GPM in performing services pursuant to this Contract. If GPM fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare GPM in default and this Contract shall be declared terminated upon receipt by GPM of notice thereof. GPM agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.