



Administrative Services Committee Meeting Committee Room- 2/11/2009- 12:40 PM

ADMINISTRATIVE SERVICES

1. Motion to ratify State Court Probation Services Contract with Sentinel Offender Services, LLC. ☐ [Attachments](#)
2. Motion to approve the Supplemental Consulting Service Agreement. ☐ [Attachments](#)

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**Administrative Services Committee Meeting
2/11/2009 12:40 PM**

Ratification of State Court Probation Services Contract with Sentinel Offender Services, LLC

Department: State Court

Caption: Motion to ratify State Court Probation Services Contract with Sentinel Offender Services, LLC.

Background: Sentinel Offender Services, LLC ("Sentinel") is a private company which provides probationary services to a number of courts in Georgia and other states. Sentinel has provided acceptable probation services for Augusta, Georgia in the past and will continue to do so under the terms of this one year agreement.

Analysis:

Financial Impact: No negative financial impact is anticipated as Sentinel's fee is paid by their collection of probation supervision fees.

Alternatives: Authorize sufficient funding to perform probation supervision services through the use of Augusta-Richmond County employees.

Recommendation: Ratify this contract.

**Funds are Available in
the Following
Accounts:** N/A

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 16 day of January, 2009, by and between the State Court of Richmond County, Georgia, (hereinafter referred to as the "Court") and Sentinel Offender Services, LLC., located at 3675 Crestwood Parkway, Suite 310, Duluth, Georgia 30096, (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 private probation system for the purpose of providing general probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any monies which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted of misdemeanor offenses 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. This agreement also provides for monitoring of suspended sentences imposed by the Court.
3. Sentinel is a limited liability company duly registered with the Georgia Secretary of State and is in good standing and registered with the County and Municipal Probation Advisory Council.
4. Sentinel is professionally staffed and able to provide misdemeanor probation services 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 have completed as a minimum a two-year college degree.
6. Sentinel shall provide an initial forty (40) hours of orientation 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 checks of all staff and employees providing services to the Court and shall not employ any persons having convictions other than for minor traffic offenses.
8. Sentinel certifies that to the best of its knowledge, no employee of the Court, Augusta, Richmond County, nor any elected officials, 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.
11. It is understood and agreed by Sentinel that the providing of probation services to the Court shall not be paid for or funded in any way by the Court or Augusta, Georgia.

ARTICLE ONE

Services by Sentinel

Sentinel agrees to provide the following misdemeanor probation services for and on behalf of the Court:

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 Sentinel 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. All requirements and conditions of the sentence and probation supervision will be explained to the probationer.
3. 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. Substance abuse counseling and alcohol/drug testing will be provided to probationers identified by the Court as having drug or alcohol related problems. Probationers will assume the cost of drug and/or alcohol testing and Sentinel will provide such testing at its cost.
6. Provide electronic monitoring and intensive probation services to the Court at the direction of the Court. The cost of these services will be negotiated with the Court based on the needs of the Court. Probationers will pay for these services on a sliding fee scale approved by the Court.
7. Coordinate community service work with agencies in Richmond County and other locations when ordered as a condition of probation by the Court.
8. Maintain information in case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and on the amounts and dates of monies collected.
9. All reports, files, records, and papers shall be confidential and shall be available only to the Court, and to others as specifically authorized by the Court.
10. Provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected. In this manner, the Clerk will be notified as to when to remit amounts owed to other authorities for which amounts are collected.
11. Provide monthly operational 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. Provide other reports as requested by the Court.
12. Sentinel shall maintain collected fines, surcharges and costs in a banking institution approved by the Court and the Augusta-Richmond County Commission. All accounts established for this purpose shall earn interest and the interest earned on monies deposited in such accounts shall be the property of Augusta, Georgia and shall be paid to the Clerk of State Court on a monthly basis. Sentinel will disburse to the Clerk, on a monthly basis or in the manner directed by the Clerk or Court, all fines, surcharges and costs collected as payments in individual cases. Partial payments as well as payments in full will be disbursed on a monthly basis.

13. Reconcile all records with the Clerk's office on a monthly basis. Records will be maintained and available for inspection or audit, which reflect Sentinel's liability to the Court.
14. Disburse funds to recipients of restitution on a monthly basis as these funds are collected.
15. 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.
16. If a determination is made by Sentinel that the probationer lacks the resources to be able to make weekly or monthly payments, every effort will be made to convert the remaining fines or costs to community service hours. Probationers will be credited a dollar amount determined by the Court for each one (1) hour of community service performed.
17. All efforts will be made to deal promptly with indigent 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.
18. When material breaches in conformation to conditions of probation occur, Sentinel will take appropriate contempt of court and/or revocation of probation action to bring the breaches to the attention of the Court.
19. Make every effort to provide consistent supervision so that each Probationer shall have only one probation officer during the term of probation.
20. Sentinel will maintain a policy of general liability insurance coverage in an amount of no less than one (1) million dollars with respect to liability for negligent, willful or otherwise tortious acts or omissions of Sentinel, its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. As long as Sentinel produces evidence that its general liability insurance policy includes coverage for employee dishonesty in an amount of no less than \$500,000, it will not be required to maintain a separate fidelity bond. Sentinel shall assign the benefits of the policy to the Court and Augusta, Georgia. A copy of the policy shall be provided to the Court. At each renewal of the policy, a copy of the schedule of insurance or declarations page shall be furnished to the Court. Such schedule or declaration must state the limits of coverage.
21. Sentinel agrees to indemnify and hold harmless Augusta, Georgia, its officers and employees, agents and servants, including all judges of the State Court, Clerk of the State and Superior Court and their officers and employees from any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and/or costs and expenses incident thereto (including without limitation costs of defense, settlement and reasonable attorneys fees) (hereinafter the "Indemnified Costs") in any way related to or

arising out of any failure of Sentinel to perform its obligations hereunder, or related to or arising out of any damage or injury to property or persons caused by any action or omission of Sentinel, including without limitation any negligent, willful or otherwise tortious act or omission. Sentinel acknowledges that, in connection with its performance of this Agreement, its agents, representatives and employees will be responsible for certain monies and property of Augusta, Georgia; and Sentinel specifically agrees to indemnify and hold harmless Augusta, Georgia, from any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of actions, suits and/or costs and expenses incident thereto (including without limitation costs of defense, settlement and reasonable attorneys fees) in any way related to or arising out of any act of theft, fraud, misconduct and/or misappropriation committed by any officer, agent, employee or representative of Sentinel. For purposes of this Section 21, "Sentinel" includes any officer, agent, employee and/or representative of Sentinel, and "Augusta, Georgia" includes the State Court of Richmond County, its officials, officers, agents, employees, servants and/or representatives and the elected officials of Augusta, Georgia and its officers, agents, employees and servants. This indemnity obligation of Sentinel under this Section 21 shall survive the expiration or termination of this Agreement.

22. Sentinel will not engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this agreement.
23. Sentinel and its employees shall not have personal or business dealings, including the lending of money, with probationers under their supervision.
24. Sentinel shall provide to the Court as requested written reports on defendants on probation that appear before the Court for arraignment, trial or other hearings.
25. Sentinel shall provide to the Court on a quarterly basis a written operational report detailing caseload statistics, collections and other information as requested by the Court.
26. Sentinel shall employ an auditor chosen by the Court and governing authority to annually audit its records and books pertaining to the services rendered to the Court. The Court and governing authority shall select the type of audit to be performed. The type of audit selected may include, but is not limited to, a type of internal control audit commonly known as a "report on controls placed in operation and tests of operating effectiveness". A written copy of this audit shall be provided to the Court and governing authority. If the audit reveals deficiencies or problems, Sentinel agrees to immediately undertake corrective action as recommended by the auditor or as directed by the Court. Sentinel shall provide to the Court copies of other audits that may be performed on operations related to the services rendered to the Court. This shall include, but is not limited to, procedural audits regarding internal controls and/or receipts and disbursements audits.

27. In the event criminal offenses are decriminalized by the Georgia Legislature, Sentinel agrees to monitor and collect fines and/or fees in such cases as may be required by the Court.
28. Sentinel shall provide the capability to accept payments by credit card. Sentinel shall submit to the Court for its approval any proposed fees or costs to be paid by offenders/probationers.
29. Sentinel agrees to maintain on its staff a Spanish speaking employee that is appropriately qualified to interpret for Spanish speaking probationers/offenders to ensure that these individuals fully understand their obligations to the Court. This interpreter shall attend all hearings related to compliance with the Court's sentence. Sentinel also agrees to employ or contract with, on an as needed basis, additional interpreters as may be necessary to ensure that probationers/offenders speaking other languages fully understand their obligation to the Court. Sentinel shall have qualified interpreters attend all hearings related to compliance with the Court's sentence.

ARTICLE TWO

Conditions

This agreement is made based upon the following conditions:

1. The agreement will extend for one year from the date of execution.
2. This agreement shall not automatically renew. The contract may be terminated by either party on thirty (30) days notice to the other. In the event this Contract is not renewed or is terminated by the Court, Sentinel agrees to cooperate with and assist the Court in making an orderly transfer of responsibility for providing probation services to any other provider selected by the Court. It is further understood and agreed that all probation files remain the property of the Court and will be turned over to the Court or its designee.
3. 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 reasonably 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 continues 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 to include any illegal or unethical business transactions, or a failure to adequately meet, maintain and comply with the obligations set forth in this Agreement.

4. The Court may also terminate this agreement immediately upon written notice to Sentinel if Sentinel becomes insolvent or files for protection under any chapter of the U.S. bankruptcy code.

ARTICLE THREE

Supervision, Monitoring and Enrollment Fees

1. In consideration of the probation or monitoring services provided by Sentinel, the Court agrees that each sentence shall provide for a probation or monitoring fee payable directly to Sentinel, for each month of the probation or suspension period of the sentence. The monthly fee shall be as follows:
 - a. Twenty-five dollars (\$25.00) per month in those cases in which Sentinel is collecting fines, surcharges and/or restitution ordered by the Court in a probated or suspended sentence. The fees collected in these pay-only cases shall not exceed 50% of fine, surcharges and/or restitution collected.
 - b. Thirty-five dollars (\$35.00) per month in those cases in which Sentinel is providing probation supervision or monitoring services for conditions other than the payment of fines, surcharges and/or restitution. When all conditions of the probated or suspended sentence, other than payments, are completed the supervision or monitoring fee shall be reduced to twenty-five dollars (\$25.00) per month.
 - c. Sentinel may charge a one-time fifteen dollar (\$15.00) enrollment fee to defendants that require supervision of conditions of the Court's sentence. The enrollment fee may not be charged in pay only cases in which Sentinel is only collecting fines, surcharges and/or restitution.
 - d. Sentinel shall transfer each case to an un-supervised status and all probation supervision fees shall cease when all conditions of the probated/suspended sentence that require supervision have been successfully completed, unless the Court specifically orders otherwise.

2. Sentinel understands and agrees that the probation or suspension period and/or the monthly probation or monitoring fee may be modified, suspended or terminated by the Court as determined necessary in the Court's discretion.
3. Payment of fines and fees will be set according to the sentencing order of the Court. For those probationers requiring a payment plan due to financial inability to pay in full, a payment plan will be set out for each probationer by Sentinel. Sentinel in establishing each payment plan will take into consideration the ability of each probationer to pay. Sentinel understands that the payment plan may be modified by the Court as necessary.
4. If a payment is made that is less than the amount necessary to fully pay both the monthly probation supervision fee and the monthly fine and/or restitution payment that is due, the monies received by Sentinel shall be disbursed as follows:
 - a. Fifty percent (50%) of the money received shall remain with Sentinel for payment of their services and fifty percent (50%) shall be paid over to Augusta-Richmond County.

ARTICLE FOUR

Disbursement of Collected Funds

1. Other than probation supervision fees, monitoring fees or other court approved fees, no monies collected by Sentinel shall be retained by Sentinel for their use and all said monies shall be paid over to the Clerk of State Court Richmond County or other authorized party as ordered by the court.
2. 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 as required by Georgia law 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.

ARTICLE FIVE

Addendum

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

ARTICLE SIX

General

The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made and may be amended only by a document in writing signed by a duly authorized representative of Court and Sentinel. This Agreement may only be assigned with the written consent of the State Court of Richmond County. This Agreement has been executed by, delivered to and accepted by the Court in the State of Georgia, and the provisions thereof shall be governed by the laws of the State of Georgia. Any disputes arising out of or related to this agreement shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this agreement shall be brought in the Superior Court of Richmond County, Georgia. The parties hereby consent to and waive any objection to jurisdiction or venue of said court.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this AGREEMENT to be signed and delivered effective as of the date, month and year set forth herein above.

STATE COURT OF RICHMOND COUNTY, GA

ATTEST:

Jan S. Hardy

By:

Gayle B. Hamrick
Gayle B. Hamrick, Chief Judge

SENTINEL OFFENDER SERVICES, LLC

ATTEST:

Allison Pellino

By:

Steven R. Queen
Steven R. Queen, Director of Central Services

APPROVAL OF THE GOVERNING
AUTHORITY:

Deke Copenhaver, Mayor
Augusta, Georgia



**Administrative Services Committee Meeting
2/11/2009 12:40 PM
Supplement to NERA Consulting Services Agreement**

Department: Disadvantaged Business Enterprise (DBE)

Caption: Motion to approve the Supplemental Consulting Service Agreement.

Background: On October 18, 2007, National Economic Research Associate, Inc. (NERA) entered into a Consulting Services Agreement (attached), wherein the parties agreed NERA would provide consulting services for Item #07-115, a Comprehensive Disparity Study for the Disadvantaged Business Enterprise Department. Paragraph six(6) of the Consulting Services Agreement provided the term of the agreement would terminate on December 31, 2008, unless extended pursuant to express written agreement of the parties. The services agreed upon by the parties in the Consulting Services Agreement have not yet been completed. By the execution of the Supplemental Consulting Services Agreement, the parties hereby desire to extend the term of Consulting Services Agreement until June 30, 2009.

Analysis: Approve the Supplemental Consulting Services Agreement

Financial Impact: This supplement only extends the completion date, thus no negative financial impact is anticipated.

Alternatives: Not approve this Supplemental Agreement

Recommendation: (1) Approve the Supplemental Consulting Services Agreement; (2) Do not approve Disadvantaged Business Enterprise Department's recommendation of approval to extend the completion date of the Supplemental Consulting Services Agreement.

**Funds are Available in
the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Cover Memo

Item # 2

NERA

Economic Consulting

Jon Wainwright

Vice President

National Economic Research Associates, Inc.
1006 East 39th Street
Austin, TX 78751-5207
512.371.8995 Fax 512.371.9612
Direct dial: 512.454.8581
jon.wainwright@nera.com
www.nera.com

Date: 14 January 2009

To: Yvonne Gentry

Cc:

From: Jon Wainwright *gw*

Re: Supplemental agreement

Two signed originals are enclosed. Please return one fully executed original for our records.

RECEIVED
JAN 15 2008



Marsh & McLennan Companies

Item # 2



Supplemental Consulting Services Agreement

This Supplemental Consulting Services Agreement is made and entered into by and between National Economic Research Associates, Inc. ("NERA"), a company organized under the laws of the State of California and the consolidated government of Augusta-Richmond County ("Augusta").

1. Consulting Services Agreement

On or about October 18, 2007, NERA and Augusta entered into a Consulting Services Agreement ("Consulting Services Agreement", attached hereto as Exhibit "A"), wherein the parties agreed that NERA would provide consulting services for Item #07-115, a Comprehensive Disparity Study for the Disadvantaged Business Enterprise Department.

2. Extension of Term of Agreement

Paragraph six (6) of the Consulting Services Agreement provided that the term of the agreement would terminate on December 31, 2008, unless extended pursuant to express written agreement of the parties. The services agreed upon by the parties in the Consulting Services Agreement have not yet been complete. By the execution of this Supplementary Consulting Services Agreement, the parties hereby desire to extend the term of Consulting Services Agreement until June 30, 2009. The Consulting Services Agreement shall terminate on June 30, 2009, unless the term thereof is extended again pursuant to express written agreement of the parties.

3. Terms of Original Consulting Services Agreement to Remain in Full Force

The parties hereby acknowledge and agree that each and every term of the original Consulting Services Agreement of October 18, 2007, including appendices and references, shall remain in full force, except as modified by this Supplemental Consulting Services Agreement.

National Economic Research Associates, Inc.

By: Jon Wainwright
Name: Jon Wainwright
Title: Vice President

Date: 1/14/09

Augusta-Richmond County, Georgia

Date: _____

By: _____
Name: Deke Copenhaver
Title: Mayor

Attest to by: _____
Lena Bonner
Clerk of Commission

Date: _____



Supplemental Consulting Services Agreement

This Supplemental Consulting Services Agreement is made and entered into by and between National Economic Research Associates, Inc. ("NERA"), a company organized under the laws of the State of California and the consolidated government of Augusta-Richmond County ("Augusta").

1. Consulting Services Agreement

On or about October 18, 2007, NERA and Augusta entered into a Consulting Services Agreement ("Consulting Services Agreement", attached hereto as Exhibit "A"), wherein the parties agreed that NERA would provide consulting services for Item #07-115, a Comprehensive Disparity Study for the Disadvantaged Business Enterprise Department.

2. Extension of Term of Agreement

Paragraph six (6) of the Consulting Services Agreement provided that the term of the agreement would terminate on December 31, 2008, unless extended pursuant to express written agreement of the parties. The services agreed upon by the parties in the Consulting Services Agreement have not yet been complete. By the execution of this Supplementary Consulting Services Agreement, the parties hereby desire to extend the term of Consulting Services Agreement until June 30, 2009. The Consulting Services Agreement shall terminate on June 30, 2009, unless the term thereof is extended again pursuant to express written agreement of the parties.

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The parties hereby acknowledge and agree that each and every term of the original Consulting Services Agreement of October 18, 2007, including appendices and references, shall remain in full force, except as modified by this Supplemental Consulting Services Agreement.

National Economic Research Associates, Inc.

By: Jon Wainwright
Name: Jon Wainwright
Title: Vice President

Date: 1/14/2009

Augusta-Richmond County, Georgia

Date: _____

By: _____
Name: Deke Copenhaver
Title: Mayor

Attest to by: _____
Lena Bonner
Clerk of Commission

Date: _____