



STATE OF GEORGIA

CITY OF POOLER

AGREEMENT FOR PROVISION OF PROBATION SERVICES
FOR THE MUNICIPAL COURT OF POOLER, GEORGIA

THIS AGREEMENT FOR PROVISION OF PROBATION SERVICES FOR THE MUNICIPAL COURT OF POOLER (this "Agreement") is made as of September 1, 2026, by and between **Southeast Corrections, LLC**, a Georgia limited liability company (the "Contractor"), and **Pooler, Georgia**, a political subdivision of the State of Georgia (the "City") (each, a "party", and collectively, the "parties"). The Judge of the Municipal Court of Pooler, Georgia joins in this Agreement for the purpose of consenting to the same.

WITNESSETH:

WHEREAS, the City has been requested by the Judge of the Municipal Court of Pooler, Georgia to contract for the provision of probation services for said Municipal Court (the "Court"); and

WHEREAS, the Contractor is a company with the requisite professional staff, expertise, knowledge, and professional registrations, certifications, and licenses to provide said services; and

WHEREAS, the Contractor desires to offer such services, and the City is willing to accept the same, on the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement was presented and approved at a meeting of the governing authority of the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 *et seq.*

NOW, THEREFORE, incorporating the foregoing recitals, and pursuant to § 42-8-101, the City and Contractor, in consideration of the mutual covenants and promises contained herein, do hereby agree as follows:

Section 1. Contractor's Services. During the term of this Agreement, the Contractor shall provide probation services, including but not limited to, the following (collectively, the "services"):

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
2. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
3. The Contractor shall meet face-to-face or virtually with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion



of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, virtual visits, drug testing, electronic monitoring, remote alcohol testing, or a combination of any or all of these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

4. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
5. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
6. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - (a) Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis.
 - (b) The Contractor shall collect fines, fees, restitution and court costs assessed to the offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8, not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrear only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.
 - (c) The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
7. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest-bearing account without benefit or profit from said accounts.



8. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.
9. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13.
10. The Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
11. The Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, when a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
12. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the City limits of Pooler, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
13. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.



14. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Probationers shall assume the cost of electronic monitoring, and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
15. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.
16. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.
17. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next 30 days at the time of any modification/revocation hearing.
18. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
19. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.
20. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of the City, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
21. In accordance with Georgia Department of Community Supervision Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the City and shall make the same available only to the Court, City officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of the City.



The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

22. The Contractor shall provide the Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.
23. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
24. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
25. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Agreement. Furthermore, neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
26. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than two hundred seventy-five (275) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio of four hundred (400) to one (1).
27. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
 - (a) is at least twenty-one (21) years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;
 - (b) has completed a standard two (2) year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six (6) months of experience as a private probation officer shall be exempt from such



- college requirement pursuant to O.C.G.A. §42-8- 102;
- (c) has received an initial forty (40) hours of orientation upon employment and has received twenty (20) hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty (40) hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six (6) months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102;
 - (d) has not been convicted of a felony;
 - (e) where not specifically defined above, otherwise satisfies the requirements for employment provided by law, including, without limitation, Georgia Department of Community Supervision Rules 105-2-.09, 105-2-.10 and 105-2-.12 related to employee qualifications, initial training, and continuing education; and
 - (f) otherwise complies with the uniform professional standards set forth in O.C.G.A. § 42-8-107 or in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

In support of the foregoing, the Contractor shall conduct fingerprint supported background checks, as well as such other investigations (e.g. past employment and educational inquiries, etc.), as may be required by applicable law, including, without limitation, Georgia Department of Community Supervision Rule 105-2-.10, or which may otherwise be appropriate to ensure that the services are performed consistent with this Agreement.

- 28. Under no circumstances shall costs or charges be incurred by the Court or the City from the Contractor for services rendered to the Court or the City. Under no circumstances shall the Court or the City be invoiced, receive a statement or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
- 29. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
- 30. Within thirty (30) calendar days following termination of this Agreement, by any party and for whatever reason, the Contractor shall return/turn over to the Municipal Court of Pooler all files, documents, correspondence, papers and databases applicable to this Agreement, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the City and shall survive the termination of this Agreement.
- 31. Conflicts of Interest. During the term of this Agreement, the Contractor shall ensure that neither it nor its employees or contractors engage in any activity or relationship prohibited by applicable law, including, without limitation, O.C.G.A. § 42-8-109. Additionally, at the commencement of any calendar year under this Agreement, the Contractor shall deliver upon request to the City Administrator an affidavit certifying its compliance with said Code Section, as well as that the Contractor has no interest and will not acquire any interest, direct or indirect,



that would conflict in any manner or degree with the performance of services to the City. The affidavit shall further state that in rendering services to the City that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the City.

During the course of performing services for the City, the Contractor shall disclose immediately to the City, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's City's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the City the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the City may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the City to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the City or obtained while performing such services, except as authorized by the City in writing, or as may be required by law.

32. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Agreement.

Section 2. Contractor Compensation; Nature of Relationship.

In consideration of the satisfactory performance of the Contractor's obligations under this Agreement, the Contractor shall be authorized to collect those fees set forth in the Fee Schedule attached hereto as Exhibit A. Neither the City nor the Court shall in any event be responsible for any costs, expenses, or other charges incurred by the Contractor in the performance of this Agreement, and the Contractor shall bear sole responsibility and liability for the payment of any and all such costs, expenses, or other charges, without contribution or reimbursement of any kind from the City or the Court.

The parties intend that the Contractor will perform the services as an independent contractor only, and nothing herein shall be construed to be inconsistent with such status. The Contractor is not to be considered an agent or employee of the City for any purpose, and will have no authority to bind the City or otherwise incur liability on behalf of the City. Furthermore, notwithstanding anything in this Agreement to the contrary, neither the City nor the Court shall have any obligation to provide, and the Contractor shall not be entitled to receive, any benefits that the City or the Court may provide for its employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay.

Section 3. Contractor's Reporting and Data Requirements. During the term of this Agreement, the Contractor shall, at a minimum, furnish to the Judge and the Misdemeanor Probation Oversight Unit (MPOU) of the Department of Community Supervision a quarterly probation activity report in such detail as the Judge and the MPOU may require and which otherwise satisfies the requirements of applicable law, including, without limitation, O.C.G.A. § 42-8-108 and Georgia Department of Community Supervision Rule 105-2-.13. The Contractor shall also furnish such additional reports at such times and containing such



data and information as the Judge may reasonably request in order to monitor performance of the services by the Contractor.

Section 4: City's Responsibilities. The City's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

Section 5. Term of Agreement; Termination. Unless earlier terminated as provided herein, this Agreement shall commence on September 1, 2026 and shall continue in full force and effect until August 31, 2031. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the City, in consultation with the Judge, and by the Judge, with the approval of the City, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon one hundred eighty (180) days' prior written notice to the City and Judge. Additionally, the Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 6. Miscellaneous Obligations. During the term of this Agreement, the following provisions shall apply:

1. **Compliance with Law.** The Contractor shall comply with all requirements and conditions set forth by the Judge of the Court and shall at all times comply with any rules, regulations, statutes, and other laws of the State of Georgia, whether currently existing or enacted after the execution of this Agreement. Without limiting the foregoing, and to the fullest extent applicable to the services to be furnished hereunder, the Contractor specifically agrees that it shall fully comply with the provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 *et seq.* (and any related state and federal statutes, laws and regulations), and shall submit (and cause its agents, subcontractors, and consultants to submit) whatever affidavits, documents, and other evidence of compliance as may be required by said law(s) or otherwise reasonably requested by the City from time to time in connection with the services. It is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act (or any related federal statute, law or regulation), and the Contractor shall be solely responsible for independently familiarizing itself with, and strictly observing, the requirements thereof.
2. **No Unlawful Discrimination.** The Contractor will not discriminate against any employee, applicant for employment, or any other person in the performance of the services on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Section 7. Representations of Contractor. In order to induce the City to enter into this Agreement,



the Contractor warrants and represents (as well as covenants where indicated) to the City as follows, which shall be deemed independently material notwithstanding any prior knowledge or examination on the part of the City and its agents, officers, employees or representatives: (a) the Contractor has the required skill, experience, licenses, and qualifications to perform the services in accordance with this Agreement; (b) the Contractor is registered (and shall remain registered during the term of this Agreement) with the Department of Community Supervision as required by O.C.G.A. § 42-8-109.3; (c) there is no outstanding covenant, restriction, obligation, or other agreement binding upon the Contractor (or which purports to bind the Contractor) that is in conflict with any of the provisions of this Agreement or that would preclude the Contractor from entering into or performing this Agreement; (d) THE CONTRACTOR HAS HAD A FULL AND APPROPRIATE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL AS TO HIS RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT AND OF THE LEGAL EFFECT THEREOF; (d) THE CONTRACTOR HAS READ AND FULLY UNDERSTANDS THE CONTENTS OF THIS AGREEMENT, AND HAS VOLUNTARILY EXECUTED THIS AGREEMENT FREE FROM DURESS, IMPAIRMENT, OR UNDUE INFLUENCE OF ANY KIND; (e) if not a natural person, the Contractor is (i) duly formed, validly existing and in good standing under the laws of its state of organization, incorporation, or other formation, and (ii) possessed of all requisite power and authority to perform the terms of this Agreement; (f) the execution, delivery and performance of this Agreement by the Contractor (i) is within the power and authority of the Contractor; and (ii) has been authorized by all requisite organizational action of the Contractor (if not a natural person); (h) this Agreement constitutes the legal, valid and binding obligations of the Contractor, except as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally; (i) the Contractor's exact legal name is correctly set forth in this Agreement; and (g) there are no judicial, administrative or arbitral actions, suits, proceedings (public or private), claims, or governmental proceedings pending or, to the knowledge of the Contractor, threatened that are reasonably likely to prohibit or restrain the ability of the Contractor to enter into and perform this Agreement.

Section 8. Insurance. The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before performance of the services hereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force with the City named as an additional insured. Each such policy shall provide the policies may be canceled or materially altered or reduced in coverage by the insurer only after thirty (30) days' prior written notice to the City. For the purpose of the Agreement, the following types of insurance in at least the limits specified below shall be deemed acceptable by the City (provided that said limits shall be increased if applicable law now or at any time during the term hereof requires greater limits of coverage):

Coverages	Limits of Liability
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability - Bodily Injury and Property Damage	\$1,000,000 each occurrence /\$2,000,000 aggregate
Automobile Liability - Bodily Injury and Property Damage	\$1,000,000 each accident
Excess Liability	\$5,000,000 each occurrence /\$5,000,000 aggregate
\$1mil Excess Liability over \$5mil Excess	\$1,000,000 each occurrence /\$1,000,000 aggregate
Professional E&O Liability	\$1,000,000 each claim / \$2,000,000 aggregate
Cyber Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Management Liability (D&O / EPL)	\$1,000,000 each claim / \$1,000,000 aggregate



Subject to the approval of the City and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The Contractor shall additionally procure and maintain such other insurance and bonds as may be required by applicable law. The fact that the Contractor is either required to furnish and maintain liability insurance or that the Contractor furnishes and maintains the liability insurance as provided in this subsection shall not impair, limit, condition, or otherwise affect the obligation of the Contractor to indemnify and save the City and the Court harmless from and against those claims and damages set forth in Section 9 below.

Section 9. Indemnification. The Contractor will be entirely and solely responsible and liable for all acts and omissions on its part and those of its employees, agents, contractors, and representatives while engaged in the performance of the services. THE CONTRACTOR AGREES TO FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE THE CITY AND THE COURT, AND THEIR MEMBERS, JUDGES, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, DAMAGES, DEMANDS, PENALTIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), LOSSES, AND OTHER LIABILITIES OF EVERY KIND AND NATURE, RELATING TO OR ARISING FROM, EITHER DIRECTLY OR INDIRECTLY: (I) ANY ACT, NEGLIGENCE, OR OMISSION OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN THE PERFORMANCE OF THE SERVICES; OR (II) ANY BREACH, VIOLATION, OR NONPERFORMANCE BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS OF THIS AGREEMENT OR ANY APPLICABLE LAWS. If a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected. The obligations of the Contractor under this subparagraph shall survive the expiration or earlier termination of this Agreement.

Section 10. Standard of Care. In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, consistent with those uniform professional standards set forth in O.C.G.A. § 42-8-107 and in any rules and regulations promulgated by the Georgia Department of Community Supervision or its Board.

Section 11. Default and Remedies.

If, due to circumstances other than the City's failure to perform any term or condition of this Agreement binding on the City, the Contractor fails, refuses, or is unable to timely perform any of its obligations under this Agreement, or if any warranty or representation made herein by the Contractor proves untrue (individually or collectively, and following notice and a period to cure as provided herein, a "Contractor's Default"), the City or the Court shall deliver to the Contractor written notice describing the Contractor's Default. The Contractor shall have seventy-two (72) hours from receipt of such notice within which to remedy any Contractor's Default.

If at the expiration of the curative period set forth in the immediately preceding paragraph the Contractor has not cured such failure of performance, the City shall be entitled to pursue any and all remedies available to the City at law or in equity, to include without limitation the right to obtain specific



performance of this Agreement or other injunctive relief; it being understood and acknowledged that no remedy herein conferred upon or reserved to the City under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy so given or reserved or now or hereafter existing at law or in equity or by statute (unless otherwise provided in this Agreement).

If, following any Contractor's Default, the City should employ attorneys or other experts or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Contractor herein contained, the Contractor agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and other experts and such other expenses so incurred by the City. Any attorney's fees required to be paid by the Contractor under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

Section 12. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED AND WILL BE PERFORMED IN THE STATE OF GEORGIA, CITY OF POOLER, AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. THE CONTRACTOR AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER MAY BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE CITY OF POOLER, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF GEORGIA, AND THE CONTRACTOR AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS.

Section 13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The Contractor further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by the Contractor, and the Contractor acknowledges that he has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

Section 15. Notice. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, shall be signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being (a) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (b) deposited with a national overnight courier service, or (c) hand delivery by other means, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of



receipt thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, shall be sent to the following address:

If to Contractor:

Southeast Corrections, LLC
Attn: Mr. John Prescott
1960 Satellite Boulevard, Ste. 3000
Duluth, Georgia 30097

If to City:

City of Pooler, Georgia
Attn: Mayor, Karen L. Williams
100 SW US HW 80
Pooler, Georgia 31322

With a Copy to:

Municipal Court of Pooler, Georgia
Attn: Honorable J. Hamrick (Rick) Gnann Jr.
425 E. President St.
Savannah, Georgia 31401

Section 16. Waiver. No failure by the City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the City may not waive any of its rights, except by a written instrument executed by the City. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

Section 18. Electronic Execution. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages of this Agreement by facsimile or other electronic transmission (e.g. pdf by email, etc.), and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

Section 19. Successors and Assigns. The Contractor and City each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the City will assign or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the City.

Section 21. Adequacy of Disclaimer. To the fullest extent permitted by law, Contractor acknowledges and agrees that all disclaimers, limitations, conditions, indemnifications, releases, waivers, and similar provisions appearing in this Agreement for the City's protection are plainly and conspicuously stated and shall be binding upon the Contractor regardless of the size, location, spacing, or other differentiation of the text constituting the same.



Section 20. Modification. This Agreement may be modified only by a written instrument duly executed by the parties hereto and consented to by the Judge.

[Signatures Appear on Following Page(s)]



[Agreement for Provision of Probation Services – Signature Page]

IN WITNESS WHEREOF, the parties have executed this Agreement by causing their names to be hereunto subscribed by their duly authorized officer(s), under seal, all being done as of the day and year first above written.

CITY:

CITY OF POOLER, GEORGIA,

(OFFICIAL SEAL)

By: _____
Karen L. Williams, Mayor

Attest: _____

CONTRACTOR:

SOUTHEAST CORRECTIONS, LLC

(SEAL)

By: _____
John C. Prescott, Jr., President

Attest: _____
Name: Cindy Price
Title: Director

CONSENTED TO AND APPROVED BY:

J. Hamrick (Rick) Gnann, Jr., Judge
Pooler Municipal Court

[Exhibit(s) Attached]



EXHIBIT 1

FEE SCHEDULE DETAILED FEES/SERVICES

FEE SCHEDULE ALL AT AND CASE TO THE MUNICIPAL COURT OF ROBERT			
Service	Period/Unit	Probationer Paid	Cost to Court
Initiation Fee	Monthly (minimum)	\$40.00	\$0.00
Probation Coordinator - Assessment Fee	No Cost	\$0.00	\$0.00
Payment Plan Costs	Monthly Three-month cap on fees	\$45.00	\$0.00
Intensive Supervision Fee	Monthly	\$50.00	\$0.00
Eligible Cases and Probation (APR 1)			
Pre-Trial Diversion Supervision	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	One-time	\$45.00	\$0.00
Pre-Trial Diversion - Security	Per Occurrence	\$45.00	\$0.00
Drug Testing - 6 Panel - Lab analysis	Per Test	\$90.00	\$0.00
Drug Testing (12-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$11.00	\$0.00
Electronic Monitoring (mobile)	Per Day	\$11.00	\$0.00
Alcohol only			
One-time hook-up fee for all EM	One-time	\$50.00 once	\$0.00
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One-time	\$4.00	\$0.00
*Not assessed on Pre-Trial Diversion Cases			



EXHIBIT 2

ELECTRONIC MONITORING SERVICES CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE MUNICIPAL COURT OF POOLER, GEORGIA.

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under this Agreement.

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.



EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet and a central computer system. The Units communicate with the host computer system through the anklet's internal cellular phone.

The mobile alcohol monitoring system utilizes a remote breath alcohol device which communicates with the host computer system via a mobile application that is downloaded to the cell phone of the probationer, pre-trial diversion, or bond participant ordered to submit to random alcohol breath testing.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, email, cellular phone) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.