

**ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT  
AND CONSENT TO ASSIGNMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH THE MUNICIPAL COURT OF SKY VALLEY AND CONSENT TO ASSIGNMENT (“Assignment Agreement”)** is entered into as of April 25, 2017 (“**Effective Date**”), by and among the Municipal Court of Sky Valley (the “**Court**”), and SKY VALLEY, GEORGIA (the “**Governing Authority**”), SENTINEL OFFENDER SERVICES, LLC., a Delaware limited liability company (sometimes referred to herein as the “**Assignor**”), and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the “**Assignee**”).

**Recitals:**

**WHEREAS**, on February 3, 2012, the Court and Governing Authority awarded probation services agreement to Assignor (the “**Services Agreement**”), attached hereto and incorporated by reference as **Attachment A**, for the provision of probation services to the Court; and

**WHEREAS**, pursuant to the terms of the Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

**WHEREAS**, the skilled personnel, knowledge base, and equipment of the Assignor’s business unit charged with performing the work have been sold to CSRA Probation Services, Inc. (the Assignee); and

**WHEREAS**, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

**WHEREAS**, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

**Agreement:**

**NOW THEREFORE**, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Services Agreement. Assignor shall execute and deliver to Assignee such further assignments, acknowledgements and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.
2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title and interest under the Services Agreement, and shall be bound all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against and all liability, loss, damage or expenses (including without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority:** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
  - 5.1 **Assignor Representations.** Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
  - 5.2 **Assignee Representations.** Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
  - 6.1 **Notices.** Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the

signature page below, or to such other address as such party may designate for service of notice.

6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of Georgia.

6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the Assignment Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns and representatives of each of the parties.

**[SIGNATURES ARE ON THE FOLLOWING PAGE.]**

**IN WITNESS WHEREOF**, the Court, Governing Authority, Assignor and Assignee have executed this Assignment Agreement as of the date set forth above.

**COURT:**

**SKY VALLEY MUNICIPAL COURT**

Address for Notices:  
3444 Hwy 246  
Sky Valley, GA 30537

By: \_\_\_\_\_  
Name: Robert Sneed  
Title: Chief Judge

**GOVERNINIG AUTHORITY:**

**SKY VALLEY, GEORGIA**

Address for Notices:  
3444 Hwy 246  
Sky Valley, GA 30537

By: *Hughel Goodgame*  
Name: Hughel Goodgame  
Title: Mayor

**ASSIGNOR:**

**SENTINEL OFFENDER SERVICES, LLC**

Address for Notices:  
201 Technology Drive  
Irvine, CA 92618

By: *Mark Contestabile*  
Name: Mark Contestabile  
Title: Vice President

**ASSIGNEE:**

**CSRA PROBATION SERVICES, INC.**

Address for Notices:  
802 Oakhurst Dr., Suite D  
Evans, GA 30809

By: *Michael Popplewell*  
Name: Michael Popplewell  
Title: President



Georgia Department of Community Supervision

MISDEMEANOR PROBATION OVERSIGHT

This is to certify that

CSRA Probation Services, Inc.

is a registered provider of misdemeanor probation services in the state of Georgia.

This registration is valid for a one-year period beginning January 1, 2017 and expiring January 31, 2018.



*Barbara Neville*

Barbara Neville

Director

Misdemeanor Probation Oversight Unit

## BILL OF SALE

**THIS BILL OF SALE** (the "Bill of Sale") is made, executed and delivered effective January 1, 2017, by Sentinel Offender Services, LLC ("Seller"), and in connection with the conveyance by Seller to CSRA Probation Services, Inc. ("Buyer"), pursuant to that certain Asset Purchase Agreement dated February 20, 2017, effective January 1, 2017 (the "Asset Purchase Agreement"), by and between Seller and Buyer, of certain assets of Seller described in the Asset Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. By this instrument, Seller and Buyer, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Bill of Sale.** Effective as of 12:00 a.m. (Eastern Time) January 1, 2017, Seller does hereby sell, transfer, convey and deliver to Buyer, all right, title and interest of Seller in and to the operating assets of the Business in accordance with the Asset Purchase Agreement.

2. **Notices.** All notices or other communications or deliveries provided for hereunder shall be given as provided in the Asset Purchase Agreement.

3. **Successors in Interest.** This Bill of Sale and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Asset Purchase Agreement.

4. **Asset Purchase Agreement.** This Bill of Sale is executed and delivered in connection with the consummation of the transactions described in the Asset Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way vary the promises, agreements, representations and warranties of any of the parties to and set forth in the Asset Purchase Agreement. The rights or claims of Buyer against Seller or Seller against Buyer hereunder shall not be greater than the rights or claims of Buyer against Seller or Seller against Buyer, respectively, under the Asset Purchase Agreement and any claims hereunder shall be governed by the procedures set forth in the Asset Purchase Agreement.

5. **Execution in Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Each party agrees to be bound by any telecopied or electronically transmitted signature as if a manually executed signature page had been executed and delivered.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed by their duly authorized officers this 23<sup>rd</sup> day of February, 2017.

**SELLER:**  
**SENTINEL OFFENDER SERVICES, LLC**

By: *Dennis C. Guier*  
Name: Dennis C. Guier  
Its: CFO

**BUYER:**  
**CSRA PROBATION SERVICES, INC.**

By: *Michael Popplewell*  
Name: Michael Popplewell  
Its: President

AGREEMENT TO  
PROVIDE PROBATION SERVICES  
TO THE MUNICIPAL COURT  
OF SKY VALLEY, GEORGIA

THIS AGREEMENT is made and entered into effective as of the 3<sup>rd</sup> day of February, 2010 by and between the Municipal Court of Sky Valley, 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 probation system for the purpose of providing probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted 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.
3. Sentinel is a duly registered corporation with the Georgia Secretary of State and is registered and in good standing with the County and Municipal Probation Advisory Council.
4. Sentinel is professionally staffed and desirous to conduct misdemeanor probation services to said entities 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 at a minimum have completed a standard two-year college course or possess four years of P.O.S.T. law enforcement experience.
6. Sentinel shall provide an initial forty (40) hours of orientation training 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 check of all staff providing services to the Courts and no person who has been convicted of a felony will be employed as a probation officer.
8. Sentinel certifies that to the best of its knowledge, no employee of the Court, the governing authority nor any of its members, 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.

## ARTICLE ONE

### Services by Sentinel

Sentinel agrees to provide the following 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 at least 30 days 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 as well as requirements and conditions for probation supervision.
3. Monitor and supervise probationers to ensure compliance with the Court's order. Complete a supervision assessment of the probationer to determine an appropriate reporting schedule. 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. Drug counseling and urine surveillance will be provided to probationers identified by the Court as having drug or alcohol related problems. Probationers will assume the cost of random drug and/or alcohol testing.
6. Provide electronic monitoring services to the Court and governing authority at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority.
7. Coordinate community service work with local community service agencies as ordered by the Court as a condition of probation. Sentinel will coordinate community service work that is reasonably consistent with those duties performed by regular, unskilled laborers.
8. Maintain case files for each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and the amounts and dates of money collected.
9. All reports, papers, records, and files relative to the supervision of probationers are confidential and available only to officials of the affected governing authority, the Court, the Department of Audits and Accounts or the County and Municipal Probation Advisory Council.
10. Provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected so the Clerk will be notified as to when to remit monies owed to other authorities for which monies are collected.
11. Provide 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.
12. Sentinel will maintain collected fines and fees in a Court approved banking institution and will disburse all fines and fees collected each month in the manner directed by the Clerk of Court. If an account is deemed uncollectible, in whole or in part, Sentinel will disburse all collected funds pursuant to a Court order.
13. Reconcile all records with the Clerk's office on a monthly basis. Records will be available on any given day, which reflect the 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 is lacking the resources to be able to make weekly or monthly payments, every effort will be made to convert the remaining fines, costs, etc. to community service hours. Probationers will be allocated the equivalent of a monetary value determined by the Court to one (1) hour of community service.
17. All efforts will be made to deal properly with delinquent 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. At any point in time when material violations in compliance with the conditions of probation occur, Sentinel will take appropriate contempt of court and/or revocation of probation action to bring the violations 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 and that no probation officer shall have more than two hundred fifty (250) active probationers assigned to him or her at any given time.
20. 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 reasonable 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 continue 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 as any illegal or unethical business transactions, or a failure to adequately meet, maintain and comply with the obligations set forth in this Agreement.
21. Sentinel will maintain a policy of liability insurance coverage in the amount of not less than one (1) million dollars with respect to liability for negligent, willful or otherwise tortuous acts or omissions of Sentinel, its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. Sentinel will also maintain a dishonest employee insurance policy of at least \$300,000. Sentinel will assign the benefits of said policies to the Court and the governing authority.
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.

## 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. Notwithstanding the date of expiration of this agreement, this agreement shall annually automatically renew under the same terms and conditions as provided for herein unless written notice to the contrary is directed to the other party thirty (30) days prior to the date of expiration.

## ARTICLE THREE

### Service Fees

1. In consideration of the services provided by Sentinel, the Court agrees that each court order shall require the probationer to pay a fee directly to Sentinel for each month or partial month of the supervision period. Probationers who are unemployable and declared by the Court to be indigent shall be supervised at no cost to the probationer, the Court or the governing authority. Fees paid by probationers shall be as follows:

<u>Supervision/Service Provided</u>	<u>Fee</u>
Basic Probation Supervision	\$35.00 per month
Intensive Probation Supervision	\$45.00 per month
Domestic Violence Intervention Program	\$35.00 per month
Pre-Trial Diversion Program	\$35.00 per month
Drug Screens	\$15.00 per screen

2. Payment of fines and fees will be set according to the plan approved both by the Court and Sentinel.
3. 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 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.
4. There is no cost to the Court or governing authority for the services enumerated herein.
5. Sentinel will retain no percentage of fine moneys and/or Court fees collected. All fine moneys and court fees collected will be remitted to the Court.

ARTICLE FOUR

Addendum

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

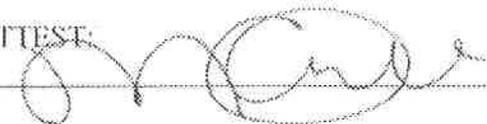
ARTICLE FIVE

General

The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a written document signed by duly authorized representatives of the Court and Sentinel.

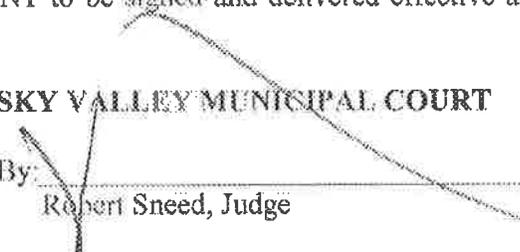
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this AGREEMENT to be signed and delivered effective as of the date, month and year set forth herein above.

ATTEST:

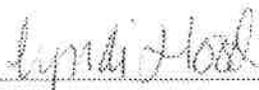
  
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SKY VALLEY MUNICIPAL COURT

By:

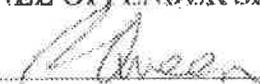
  
\_\_\_\_\_  
Robert Sneed, Judge

ATTEST:

  
\_\_\_\_\_

SENTINEL OFFENDER SERVICES, LLC

By:

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

APPROVAL OF THE GOVERNING  
AUTHORITY:

  
\_\_\_\_\_  
Jim Martindale, Mayor  
City of Sky Valley, Georgia