

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
CITY OF CLEVELAND**

THIS AGREEMENT is entered into this 1st day of July, 2026, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and City of Cleveland, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2026, through 11:59 p.m. on June 30, 2027(“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

City of Cleveland
Attn: Josh Turner, Mayor
85 S Main St
Cleveland, Ga 30528-1301
lritchie@cityofclevelandga.org

If to Department:

Bryan Wilson
Interim General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to:

Colwell Probation Detention Center
Attn: Tina Sosebee
189 Beasley Street
Blairsville, GA 30512
tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Bryan Wilson
Interim General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity.

Governmental Entity shall supply a mobile communication device, such as a secure cell phone, in each vehicle used for transporting Work Details to ensure emergency communication and real-time GPS tracking. All costs associated with procuring, maintaining, and operating this device shall be borne by the Governmental Entity. In the event a mobile radio should become required by the Department, it must comply with 47 CFR Part 90 (including § 90.203(j) efficiency standards) and 47 CFR § 90.205, with prohibited technology from the FCC’s Covered List excluded per 47 U.S.C. § 1601.

Additionally, the Governmental Entity must secure automobile liability insurance for the vehicle's operation and provide proof of this insurance to the Department within 30 days of the agreement's start. They are also responsible for supplying all necessary tools, equipment, and safety gear, ensuring that gasoline is stored and carried only in containers approved for this purpose by the National Fire Protection Association. Finally, the

Governmental Entity assumes full responsibility for the maintenance and security of all the equipment it has provided.

- C. Compensation. The Governmental Entity agrees to pay the Department the sum of Fifty-Six Thousand Nine Hundred, Sixty-Two Dollars and Twenty-Nine Cents (\$56,962.29) per year for the Term of this Agreement. The Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. The Governmental Entity expressly agrees to pay the Department for any overtime provided by the Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Ninety-Six Dollars and Sixty-Eight Cents (\$296.68) per detail. Where possible, the Department will give advance notice to the Governmental Entity of Off Days and will provide the Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due to the Governmental Entity shall be noted by the Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.