

**GEORGIA DEPARTMENT OF CORRECTIONS  
LEGAL SERVICES OFFICE**



**AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_ day of \_\_\_\_\_, 19 \_\_\_, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the Department), and \_\_\_\_\_, a department, agency or subdivision of the State of Georgia (the Agency),

**WITNESSETH:**

WHEREAS, the Department desires to obtain appropriate work for inmates incarcerated at its \_\_\_\_\_ facility (the Facility); and

WHEREAS, the Agency desires to obtain the services of inmate work crews on public works projects.

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

1. Scope of Services. The Department agrees to provide the Agency with \_\_\_ inmate work detail(s), each such work detail to have a maximum of 12 inmates as well as one full-time correctional officer, for labor on the public works projects described in an attachment hereto or as communicated to the Department from time to time in the manner provided herein (the Work). The Department shall have the exclusive right and responsibility, through the correctional officer supervising each inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Agency shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Agency acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or

corporations.

2. Workplace Safety. The Agency agrees to provide a safe workplace for inmate work details in accordance with the Occupational Safety and Health Act and State law. The Agency shall be responsible for the coordination between inmate work details and other workers in the workplace. The Department shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The Agency agrees to supply suitable vehicles for the transport of inmate work details to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Each vehicle shall be equipped with a mobile radio for the exclusive use of correctional officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the Agency to procure and maintain a policy or policies of insurance protecting its interests in vehicles and equipment provided for use by inmate work details. The Agency further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The Agency agrees to pay the Department the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) per \_\_\_\_\_ for the duration of this Agreement. The Agency acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to inmate work details as well as for days in which inmate work details will not be supplied, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine. The Department will provide the Agency with an explanation of any days in which inmate work details are not available on the Department's monthly invoice, which invoice is due and payable 30 days from receipt by the Agency.

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until \_\_\_\_\_, 19 \_\_\_\_ . The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.

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 the Agency:

If to the Department: Commissioner  
Georgia Department of Corrections  
East Tower, Floyd Memorial Building  
Two Martin Luther King, Jr., Drive  
Atlanta, Georgia 30334

With a copy to: Warden

7. 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.

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.

10. 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.

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

THE AGENCY:

**CORRECTIONS:**

By: \_\_\_\_\_  
Jim Wetherington, Commissioner

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**FACILITY WARDEN**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

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**RETENTION SCHEDULE:**

**The official, fully executed copy of this contract will be kept in the Legal Services Office for a period of 7 years, then destroyed. The facility copy may be destroyed one year after the contract has expired.**