Pembroke City Council
Workshop Agenda
June 8, 2026
6:00 P.M.

1. **Charter update – Election Terms**
2. **GMA Convention**
3. **Engineering Update**
4. **Executive Session (if necessary).**

Please come in time to eat before the 7:00 council meeting.

25

House Bill 724 (AS PASSED HOUSE AND SENATE)

By: Representative Franklin of the 160th

A BILL TO BE ENTITLED

AN ACT

To amend an Act to amend, consolidate, create, revise, and supersede the several Acts incorporating the City of Pembroke, approved March 28, 1985 (Ga. L. 1985, p. 4846), as amended, so as to provide for four-year terms for the mayor and city council members; to provide for elections; to provide for the current terms of city officers to continue; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act to amend, consolidate, create, revise, and supersede the several Acts incorporating the City of Pembroke, approved March 28, 1985 (Ga. L. 1985, p. 4846), as amended, is amended by revising Section 4 as follows:

"Section 4.

The next general election for mayor and five city council members shall be held on the first Tuesday in November, 2027, at which time a mayor and five city council members shall be elected to take office on the second Monday in January, 2028, for a term of four years and until their successors are elected and qualified. Thereafter, successors shall be elected at the municipal general election which shall be held every four years on the first Tuesday

in November, and such successors shall take office on the second Monday in January following such municipal general election. The terms of the currently elected mayor and five city council members shall remain in effect until their successors are elected and qualified."

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.

A BILL TO BE ENTITLED

AN ACT

To amend an Act to amend, consolidate, create, revise, and supersede the several Acts incorporating the City of Pembroke, approved March 28, 1985 (Ga. L. 1985, p. 4846), as amended, particularly by an Act approved May 1, 2025 (Ga. L. 2025, p. 3599), so as to revise provisions relating to the election and terms for the mayor and city council members; to provide for elections; to provide for the current terms of city officers to continue; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act to amend, consolidate, create, revise, and supersede the several Acts incorporating the City of Pembroke, approved March 28, 1985 (Ga. L. 1985, p. 4846), as amended, particularly by an Act approved May 1, 2025 (Ga. L. 2025, p. 3599), is amended by revising Section 4 as follows:

"Section 4.

The next general election for mayor and five city council members shall be held on the Tuesday after the first Monday in November, 2027, at which time a mayor and five city council members shall be elected to take office on the second Monday in January, 2028.

The council members elected from Districts 1, 3, and 5 in the 2027 general election shall each serve an initial term of office of two years and until their successors are elected and qualified. The mayor and council members from Districts 2 and 4 elected in the 2027 general election shall each serve a term of office of four years and until their successors are elected and qualified for a term of four years and until their successors are elected and qualified. Thereafter, all successors to the mayor and council members shall serve four-year terms of office and until their successors are elected and qualified. A municipal general election shall be held on the Tuesday after the first Monday in November in odd-numbered years, and all persons elected at such elections shall take office on the second Monday in January following such election. The mayor and council members serving on the effective date of this section shall serve out the terms to which they were elected."

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.

From: GMA Registrations <registration@gacities.com>
Sent: Wednesday, May 20, 2026 12:00 PM
To: Arlene Hobbs
Subject: 2026 GMA Annual Convention: Maps, Tickets & Must-Know Updates

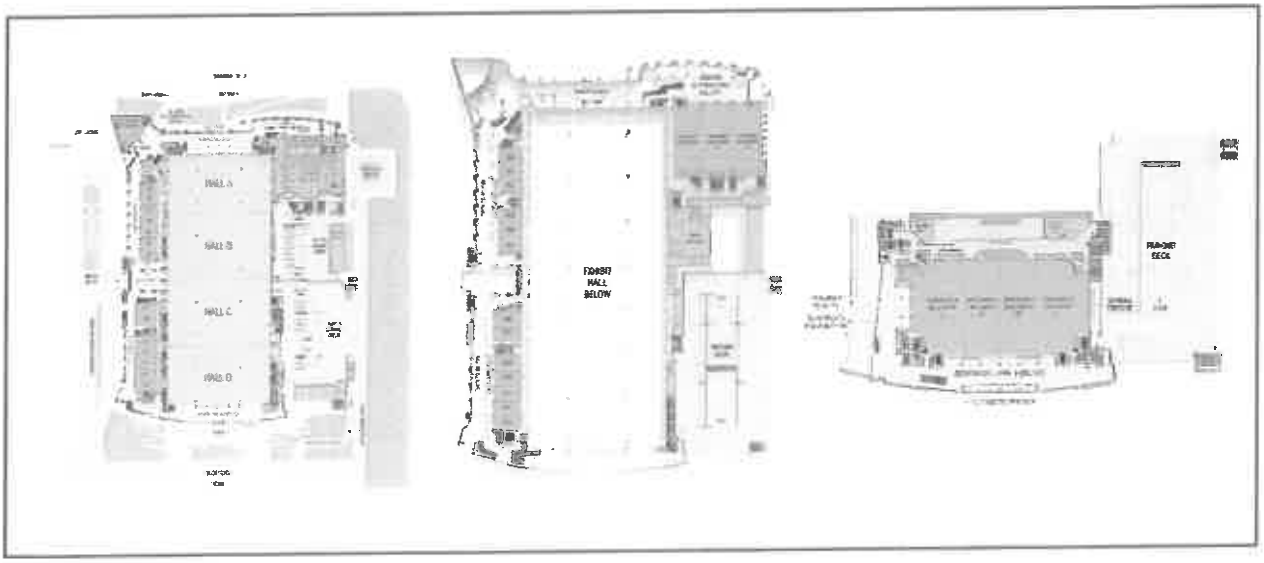
GEORGIA CITIES
SHINE BRIGHT

COUNTDOWN TO CONVENTION

JUNE 26–JUNE 30 | SAVANNAH

Returning to the Bigger Savannah Convention Center

With the Savannah Convention Center expansion in its second year of operation, become more familiar with the expanded space that offers additional meeting rooms to accommodate training classes, networking opportunities and convention activities.



View the Map

Awards Luncheon Tickets

The GMA Awards Luncheon on Monday, June 29 is not included in convention registration and must be purchased separately. Tickets should be pre-purchased to ensure enough seating is available.
To add a ticket, log back into your registration using your email confirmation or confirmation number.

Everything You Need to Know Webinar

Tuesday, June 9 at 10:00 am

Don't miss the opportunity to attend our upcoming webinar and get a preview of the 2026 Annual Convention.

This informational session is the perfect way to learn about the convention's agenda, keynote speakers, networking opportunities and the Municipal Marketplace to maximize your experience.

Whether you're a first-time attendee or a seasoned participant, the webinar will give you valuable insights to help you plan ahead and make the most of the event.

Register for the Webinar

Cancellation & Refund Policy

The cancellation for refunds will end on June 1. No refunds can be issued after this date.

Online Registration Closing

Online registration closes Friday, June 19 at 5:00 pm. Any changes after June 19 will need to be done onsite in Savannah starting Friday, June 26.

Help Build the Ultimate Convention Playlist



Music brings people together — and we want your help creating the soundtrack for this year's Annual Convention.

Submit your favorite songs and help us build a playlist that celebrates Georgia's cities and keeps the energy shining bright throughout the event. Add songs directly to our Spotify playlist, or if you don't have a Spotify account, submit your song choices through a simple form.

Add Your Song

Submit Your Song

Thank You To Our Sponsors



GEORGIA MUNICIPAL ASSOCIATION

Pembroke City Council
Council Agenda
June 8, 2026
7:00 P.M.

A. Call to Order

B. Invocation – Prophetess Diana Bing of Little Salem First Christ Holiness Church

C. Pledge of Allegiance

D. Adoption of Minutes – May 11, 2026

E. Public Comments

F. Approval of Meeting Agenda

G. Consent Agenda

1. **Bryan County Shrine Club requesting approval to hold a paper drive on the following dates: June 13, July 25, August 22, and September 26, 2026.**
2. **Bryan County High School Volleyball team requesting approval to hold a bucket brigade on Saturday, September 12, 2026, from 9am to 12pm.**
3. **Bryan County High School Softball team requesting approval to hold a bucket brigade on Saturday, October 3, 2026, from 8am to 11am.**
4. **Authorization for the destruction of 13 boxes of records per policy.**

H. Action Agenda

1. **Approval / Disapproval of Work Detail Agreement with the Georgia Department of Corrections for July 2026 – June 2027 in the amount of $113,924.58.**

I. Department Reports

J. Committee Reports

K. Executive Session for the purpose of discussing personnel, land acquisition, and/or litigation as allowed by O.C.G.A., Title 50, Chapter 14.

L. Adjournment

PEMBROKE CITY COUNCIL
MINUTES
MAY 11, 2026

The regular meeting of the Pembroke City Council was held on Monday, May 11, 2026, at City Hall with the following members present: Councilmembers Sharon Lewis, Ernest Hamilton, and Diane Moore. Also present were City Administrator Chris Benson, City Attorney Dana Braun, and City Clerk Arlene Hobbs. Mayor Zeigler, Mayor Pro-Tem Miller, and Councilmember Ed Bacon were unable to attend.

CALL TO ORDER INVOCATION AND PLEDGE…Diane Moore called the meeting to order at 7:02pm. Chris Benson offered the invocation and led the pledge of allegiance to the flag.

MINUTES… A motion was made by Diane Moore and seconded by Sharon Lewis to approve the minutes of the April 13, 2026, regular council meeting as presented. The motion carried unanimously.

PUBLIC COMMENTS… none.

APPROVAL OF MEETING AGENDA…A motion to approve the meeting agenda as presented was made by Diane Moore, seconded by Sharon Lewis. The motion carried unanimously.

PUBLIC HEARINGS…

1. **Applicant, Dillon Powell, requests a Site Plan approval to establish a "Flex Center" for various commercial uses for Parcel #012 003, located on Highway 67 N.** Dillon Powell (Agent) for Pembroke Storage GSL LLC (Owner) presented the site plan proposal to consist of six buildings to be customized for office and warehouse space. Dana Braun explained that the approval is conditional based on the usage. Diane Moore pointed out that the approved usage would be limited to retail space, personal services, offices, and professional activities. Dana Braun pointed out that if any changes were to be made regarding usage, the applicant must revisit council for approval.

ACTION AGENDA

1. **Approval / Disapproval of a request for a Site Plan approval to establish a "Flex Center" for various commercial uses for Parcel #012 003, located on Highway 67 N.** Diane Moore made a motion to approve with conditional usage limitations. Sharon Lewis seconded the motion. The motion carried unanimously.

2. **Resolution – Consent to Downtown Development Authority of Pembroke to Execute an Option to Lease.** The DDA is requesting the city's consent to execute a lease option with Southeast Housing Partners for the 4.11 acres of land known as the "Dingle School Property." A motion to approve was made by Sharon Lewis. Diane Moore seconded the motion. The motion carried unanimously.

3. **Confirmation of Street Superintendent – Mr. Michael Lee.** Chris Benson shared with council h. selection of Mr. Michael Lee to fill the vacant Street Superintendent position. Ernest Hamilton made a motion to approve, seconded by Diane Moore. The motion carried unanimously.

DEPARTMENT REPORTS…

Police – Chris Benson reported that Chief Tyson was not in attendance due to illness.

Fire – Chief Waters reported that the department traveled to Brantley County for four days to assist with the wildfires in that area. He was able to have a volunteer firefighter accompany him on these days, allowing for training and exposure opportunities. He also reported that the department responded to 109 calls during the month of April.

DDA – Fernanda reported that the Flowe Shop had moved to Richmond Hill and this commercial space was available for lease. She is currently accepting business plans. She also informed everyone of a clinic for pets taking place at the Harn Center on Sunday, May 17th. She also talked about the TOS theatre renovation. Diane Moore inquired about Taco Depot who has just recently relocated to the Oaks Mann Building. She also reminded everyone of early voting through May 15th.

Community Development – nothing to report.

Street – nothing to report.

City Attorney – nothing to report.

City Clerk – nothing to report.

COMMITTEE REPORTS…none. Diane Moore inquired about lifting the burn ban and requested that they add a motion to approve this action. Dana Braun agreed and suggested they could continue. Diane Moore made a motion to lift the local burn ban, which was seconded by Sharon Lewis. The motion carried unanimously

EXECUTIVE SESSION… none

ADJOURNMENT…There being nothing further to discuss, at 7:30pm a motion to adjourn the meeting was made by Diane Moore, seconded by Ernest Hamilton. The motion passed unanimously.

ATTEST:

Arlene Hobbs, City Clerk **Chris Benson, City Administrator**

From: Arlene Hobbs
Sent: Wednesday, May 13, 2026 3:16 PM
To: Jerry Mitchell
Subject: RE: Bryan county shrine club

Importance: High

No sir you don't have to be there.

Arlene Hobbs
City Clerk
City of Pembroke
912-653-4413 office
912-653-4424 fax
PO Box 130, 353 N Main St
Pembroke, GA 31321

From: Jerry Mitchell <j.mitchell821@yahoo.com>
Sent: Wednesday, May 13, 2026 3:15 PM
To: Arlene Hobbs <Clerk@pembrokega.net>
Subject: RE: Bryan county shrine club

That will work do i need to be present.

Thanks

Yahoo Mail: Search, Organize, Conquer

On Wed, May 13, 2026 at 3:07 PM, Arlene Hobbs <Clerk@pembrokega.net> wrote:

Hello Mr. Mitchell,

Our next council meeting is on June 8th. I can put your request on the agenda for approval for your dates in June, July, Aug and Sept.

We have already had our May meeting so the May date cannot be approved.

Thank you,

Arlene Hobbs

City Clerk

From: Tiffany Zeigler <mayor@pembrokega.net>
Sent: Monday, May 11, 2026 3:09 PM
To: Jerry Mitchell <j.mitchell821@yahoo.com>; Tiffany Zeigler <TiffanyZeigler@pembrokega.net>
Cc: Arlene Hobbs <Clerk@pembrokega.net>
Subject: Re: Bryan county shrine club

Please send a letter to our clerk (clerk@pembrokega.net) with the requested date and time. I have copied her to this email.

Get Outlook for iOS

From: Jerry Mitchell <j.mitchell821@yahoo.com>
Sent: Monday, May 11, 2026 1:00 PM
To: Tiffany Zeigler <TiffanyZeigler@pembrokega.net>
Subject: Bryan county shrine club

I have tried to get ahold of some one to get a couple of dates to to sell papers at the traffic light to raise money for Shriners hospital for childern. Left voice mails for the person's phone that the clerk at city hall transferd me to have not received a returned call. What is the procedure to get these dates approved.

Thanks
JERRY R MITCHELL

Yahoo Mail: Search, Organize, Conquer

From: Sunny Beasley <sbeasley@bryan.k12.ga.us>
Sent: Friday, May 29, 2026 11:45 AM
To: Arlene Hobbs
Subject: Bucket Brigade

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning!

I wanted to see if I can get Bryan County High Volleyball on the schedule for Volleyball. We were looking at September 13th if possible.

Thank you so much!

From: Jessica Schroeder-Cooper <jschroedercooper@bryan.k12.ga.us>
Sent: Tuesday, May 19, 2026 10:14 AM
To: Arlene Hobbs
Subject: BCHS Softball Bucket Brigade

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning! I am reaching out on behalf of the BCHS softball team, and we were hoping to reserve the downtown location at the red light for a bucket brigade on Oct 3rd from 8:00-11:00.

Thank you in advance for your time



CITY OF PEMBROKE
RECORDS MANAGEMENT
AUTHORIZATION FOR DESTRUCTION OF RECORDS

	Description of Records	Year	Code Section	Years to Retain
Box #1	Data Back Up Tapes/Logs	1999-2007	LG-01-03	Useful life
Box #2	City Council Audio Recordings	1997-2003	LG-01-006	90 Days after verfied
Box #3	Payroll Timesheets/Cards & Reports	2020	LG-14-11&16	4 years
Box #4	"	2021	LG-14-11&16	"
Box #5	"	2017	LG-14-11&16	"
Box #6	"	2018	LG-14-11&16	"
Box #7	"	2019	LG-14-14&16	"
Box #8	Inactive Business Licenses	1996-2023	LG-15-009	2 years
Box #9	Workers Comp Audits to verify risk assessment	2016-2017	LG-01-017	5 years
Box #10	Bank Statements	2018	LG-08-001	5 years
Box #11	Bank Statements	2019	LG-08-001	5 years
Box #11	Fines & forfeitures	2019	LG-19-19	5 years
Box #12	Audit Prep Paperwork (not actual audits)	2018 &2019	LG-08-001	5 years
Box #13	Budget Prep Documents	2016-2018	LG-08-007	5years

* Any computer generated documents are still in our system from 2004-to date.
* Independent Audits have been completed on the above records.

The above listed records are located at City Hall and when approved of for disposal, Ultra-Shred will come on site to dispose of them.

Request compiled and Submitted to Clerk on _____
Council approved request on _____
Records destroyed on _____

Arlene Hobbs

From: Hodges, Charles <charles.hodges@gdc.ga.gov>
Sent: Thursday, May 28, 2026 4:50 PM
To: Arlene Hobbs
Subject: FW: CITY OF PEMBROKE WOMEN'S PDC WORK DETAIL FY27
Attachments: PEMBROKE WOMEN PDC GOVERNMENTAL ENTITY LETTER FY27.pdf; WOMEN PDC PEMBROKE WORK DETAIL FY27.pdf

Charles Hodges
Georgia Department of Corrections
Attorney III
Ph: 478-319-4642

To protect Georgians by operating secure facilities and providing opportunities for offender rehabilitation.

From: Hodges, Charles
Sent: Thursday, May 28, 2026 4:28 PM
To: 'lerk@pembrokega.net' <lerk@pembrokega.net>
Cc: Smith, Dena <Dena.Smith@gdc.ga.gov>
Subject: CITY OF PEMBROKE WOMEN'S PDC WORK DETAIL FY27

To Whom It May Concern:

Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original electronically, in PDF format, to the facility contact's email as described in your agreement no later than June 1st.

Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address: charles.hodges@gdc.ga.gov. Please state **NO DETAIL NEEDED** in the subject line, as well as the name of your entity and the GDC facility which provides your detail(s).

As a department, we use electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make

certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, the Department utilizes electronic contract records and as a result responding to paper requests may result in a delay to your fully executed agreement being received in an expeditious manner.

Charles Hodges
Georgia Department of Corrections
Attorney III
Ph: 478-319-4642

To protect Georgians by operating secure facilities and providing opportunities for offender rehabilitation.

GEORGIA DEPARTMENT OF CORRECTIONS

COMMISSIONER'S OFFICE
7 MARTIN LUTHER KING, JR. DRIVE, S.W.
SUITE 543
ATLANTA, GEORGIA 30334-4900
PHONE 478-992-5253
FAX 478-992-5259

Brian P. Kemp
Governor

Tyrone Oliver
Commissioner

May 28, 2026

Via Email Only

City of Pembroke
Attn: Arlene Hobbs, City Clerk
P.O. Box 130
Pembroke, GA 31321
clerk@pembrokega.net

To Whom It May Concern:

Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original electronically, in PDF format, to the facility contact's email as described in your agreement no later than June 1st.

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Mandatory Compliance Notice: Mobile Communication & GPS Tracking Updates

Please be advised that Section B of the enclosed agreement, if applicable, has been updated because it must be modified in order to comply with state and federal law. Although the Georgia Department of Corrections (GDC) is not a Public Safety Answering Point (PSAP), GDC is legally responsible for the custody, security, and safety of offenders under our jurisdiction. Pursuant to Board of Corrections Rules, including **Ga. Comp. R. & Regs. R. 125-3-5-.03**, the Department must maintain absolute operational security and tracking capabilities over all off-site labor details.

To satisfy our Board rules and keep municipal operations aligned with broader statutory changes, the Governmental Entity is required to provide a mobile communication device equipped with real-time GPS location reporting in each transport vehicle. This language ensures shared compliance with the following frameworks:

- **Federal Telecom & Public Safety Mandates:** This language satisfies 47 CFR Part 90 (Private Land Mobile Radio Services), including the specific 12.5 kHz narrowband efficiency rules set by the Federal Communications Commission. It further ensures tracking compatibility with federal Next Generation 911 (NG911) transition rules under 47 CFR §§ 9.27–9.34.
- **National Security Deficit Protections:** To comply with 47 U.S.C. § 1601 (Secure and Trusted Communications Networks Act), all procured communication devices must strictly exclude any components, chips, or hardware manufactured by foreign entities blacklisted on the FCC Covered List (such as Huawei or ZTE).
- **Georgia Emergency Infrastructure & Safety Mandates:** This update interfaces with Georgia Emergency Communications Authority (GECA) infrastructure upgrades under O.C.G.A. § 38-3-182, which transitions local county 911 dispatch centers (PSAPs) to Next Generation 911 digital mapping. Maintaining a GPS-enabled device ensures that local emergency dispatchers can instantly acquire precise tracking coordinates in the event of an escape, accident, or medical emergency.

GDC understands that all governmental entities operate under strict budget constraints. To assist your entity in satisfying compliance with these updated laws without a heavy financial burden, the Department recognizes several low-cost operational methods:

- **Option 1: Prepaid "Pay-As-You-Go" Phone** – Your entity may purchase a basic, no-contract prepaid smartphone with a minimal data plan (1GB to 2GB) dedicated solely to the transport vehicle.
- **Option 2: Dedicated Hardware Tracker** – Your entity may bypass cellular phones entirely by installing a small, commercial GPS asset tracking device directly inside the vehicle.

The options provided are not and are not intended to be a referral to a particular service or solution.

Note: Standard, commercially available smartphones from major US cellular carriers natively feature compliant GPS chips and do not contain banned technology from the FCC Covered List.

Please ensure your transportation plan accounts for a compliant tracking method prior to the start of the work detail.

Respectfully,
Charles Hodges
Attorney 4
Georgia Department of Corrections

WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
CITY OF PEMBROKE

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 Pembroke, 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 Women's 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 Parties 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 the 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 Pembroke Attn: Arlene Hobbs, City Clerk PO Box 130 Pembroke, GA 31321
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:	Women's Probation Detention Center Attn: Dena Smith P.O. Box 920 Claxton, Georgia 30417 dena.smith@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:

By: _____
Bryan Wilson
Interim General Counsel

Date: _____

GOVERNMENTAL ENTITY:

By: _____

Print Name: _____

Title: _____

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 two (2) 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 One Hundred Thirteen Thousand Nine Hundred, Twenty-Four Dollars and Fifty-Eight Cents ($113,924.58) 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.