

State of Georgia
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF GUYTON, GEORGIA
FOR THE USE OF EFFINGHAM COUNTY CORRECTIONAL INSTIUTION
INMATES ON CITY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,
hereinafter referred to as "Effingham County" houses inmates at the Effingham
County Correctional Institution ("Prison") pursuant to a contract with the Georgia
Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to
other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current
demands for inmate labor; and

WHEREAS, the City of Guyton, Georgia, hereinafter referred to as "the City of
Guyton" is desirous of hiring prison work crews to assist in the maintenance of City
Property within the corporate limits of Guyton;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH

PART A

Effingham County and the City of Guyton agree to the following:

- (1) Effingham County shall supply to The City of Guyton a work detail,
consisting of (1) full-time correctional supervisor employed by Effingham
County as an employee of the Prison ("Correctional Supervisor") and no fewer
than eight (8) and no more than twelve (12) inmates of the Effingham County
Correctional Institution, located in Guyton, Georgia. The correctional
supervisor and assigned inmates shall be used exclusively by The City of
Guyton and will not be assigned to other duties. The Warden or his designee
shall have final authority concerning the number of inmates assigned to the
detail taking into consideration the security required and areas that work is
performed in.
- (2) Under normal circumstances the work detail will work the same hours and
under the same conditions as other Effingham County Correctional

Institution inmate employees (Monday through Friday, 7:00 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Correctional Institution, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) Effingham County shall be responsible for the care, custody, clothing, feeding, medical care, and hospital care of said inmates while traveling to and from or working within the City of Guyton, Georgia for work detail purposes.
- (4) Effingham County will be responsible for guarding and supervising said inmates at all times while working within The City of Guyton, Georgia. The City of Guyton shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Guyton, the "ride vehicle") of the work detail to and from the Effingham County Prison Correctional Institution to work sites within the incorporated limits of The City of Guyton, Georgia as well as between work sites within The City of Guyton.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Guyton work detail shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Guyton. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only. When the County purchases gas on the fuel-purchasing card, if the pump prompts the operator to do so, he will input the current mileage shown on the ride vehicle's odometer.
- (7) Effingham County shall indemnify and hold harmless the City of Guyton, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail under this Agreement, regardless of the status of the inmate as a county or state

prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work by the inmates. While nothing stated herein shall be deemed to constitute a waiver of Effingham County's sovereign immunity as to claims raised by third parties, Effingham County waives sovereign immunity as a defense to any demand by the City of Guyton that the County indemnify it pursuant to this paragraph.

- (8) The City of Guyton shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Guyton, its officers, representatives, agents, and employees, related to the work detail and/or providing a safe workplace, under this Agreement. While nothing stated herein shall be deemed to constitute a waiver of The City of Guyton's sovereign immunity as to claims raised by third parties, The City of Guyton waives sovereign immunity as a defense to any demand by Effingham County that the City indemnify it pursuant to this paragraph.
- (9) The City of Guyton will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail.
- (10) The City of Guyton shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison. The correctional supervisor shall use his discretion to ensure the inmates wear and use the appropriate safety equipment required by the type of work to be performed.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the ride vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Guyton's City Manager prior to performing the maintenance. The City of Guyton shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary ride vehicle maintenance shall be paid within thirty (30) days of receipt.
- (12) The City of Guyton shall identify the work to be performed and the location thereof; provided however, that no official, employee, or agent of the City of Guyton shall exercise any immediate control, direction, or supervision over

any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct inmates accordingly. The City of Guyton Streets City Manager or his designee shall provide this direction and communicate work assignments on a weekly basis.

- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Guyton will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-seven Thousand Dollars (\$47,000.00) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Guyton each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Correctional Institution and shall follow all rules and regulations that are set forth by the County, State, Georgia Department of Corrections and Effingham County Correctional Institution.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The Prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by either the Board of Commissioners of Effingham County or the City of Guyton, with or without cause, by providing the opposite party at least ninety (90) calendar days prior written notice.
- (17) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this ____ day of _____, 2020, upon execution by all parties and will be in effect for the duration of the current fiscal year, through _____. At the end of the current fiscal year, this Agreement shall automatically renew for a further term of twelve (12) months, and at the end of each term of twelve (12) months for a further term of twelve (12) months unless either party terminates the Agreement in accordance with Section 16 of this Agreement.

The foregoing is agreeable this ____ day of _____, 2020.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Wesley Corbitt, Chairman

Attested: _____
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY CORRECTIONAL INSTITUTION

By: _____
Victor Walker, Warden

THE CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

By: _____
Hursula Pelote, Councilwoman

By: _____
Marshal Reiser, Councilman

By: _____
Joseph Lee, Councilman

By: _____
William W. Sawyer, Jr., City Manager

Attested: _____

Tina Chadwick, City Clerk

Agreement reviewed and approved by City Attorney,

By: _____

Benjamin M. Perkins

City Attorney for the City of Guyton, Georgia