

**GEORGIA DEPARTMENT OF TRANSPORTATION  
LEGAL SERVICES OFFICE**

**AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, **2022**, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the “Department”), and Effingham County, a county in the State of Georgia (hereinafter referred to as the “County”).

**WITNESSETH:**

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department 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 County agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **eight (8)** and a maximum of **ten (10)** inmates as well as one full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the County from time to time in the manner provided herein (the “Work”). The County shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The County 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 Department agrees to supply a suitable vehicle for the transport of the inmate work detail 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. The vehicle shall be equipped with a mobile device 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 Department to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided for use by the inmate work detail. The Department further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The Department agrees to pay the County the sum of **\$49,318** (forty-nine thousand three hundred eighteen dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, 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, *provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason (such as officer's leave/vacation) except vehicle failure (where such failure is the fault of the Department) or inclement weather. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather, the Department shall not be required to pay for these additional days and the County shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: Two Hundred Thirty Seven and 10/100 Dollars (\$237.10) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather.* The County will provide the Agency with an explanation of any days in which the inmate work detail is not available on the County's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, *and any reductions in the compensation to be paid by the Department shall be credited to the Department by the County at the end of the fiscal year.*

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2023**. 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 Department:                   Commissioner  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree St  
Atlanta, GA 30308

If to the County:                        Tim Callanan, County Manager  
Effingham County Board of Commissioners  
601 North Laurel St  
Springfield, Ga 31329

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 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.

EFFINGHAM COUNTY

THE GEORGIA DEPARTMENT OF  
TRANSPORTATION:

By: \_\_\_\_\_  
Chairman of Effingham County  
Commissioners

By: \_\_\_\_\_  
Russell McMurry, P.E., Commissioner

Witness: \_\_\_\_\_  
(Notary Public)

Attest: \_\_\_\_\_  
Angela Whitworth, Treasurer