

State of Georgia  
County of Effingham

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

**WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates 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 Rincon, Georgia hereinafter referred to as "the City of Rincon" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Rincon;**

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**WITNESSETH:**

**PART A**

**Effingham County and the City of Rincon agree to the following:**

- (1) Effingham County shall supply to The City of Rincon 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 Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Rincon 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 PRISON Public Work Camp employees (Monday through Friday, 7:30 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 Prison, 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) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Rincon, Georgia for work detail purposes.**
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Rincon, Georgia. The City of Rincon 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 Rincon, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Rincon, Georgia as well as between work sites within The City of Rincon.**
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Rincon work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Rincon. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.**
- (7) Effingham County shall indemnify and hold harmless the City of Rincon, 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 an 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 assigned to the detail. Further, nothing stated herein shall be deemed to constitute a waiver of Effingham County's or the City of Rincon's sovereign immunity.**
- (8) City of Rincon 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 Rincon, its officers, representatives, agents, employees, related to the work detail and/or providing a safe workplace, under this Agreement.**
- (9) The City of Rincon will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Rincon, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1(33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Rincon equipment.**
- (10) The City of Rincon 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.**
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Rincon's Public Works Director prior to performing the maintenance.**

The City of Rincon 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 vehicle maintenance shall be paid within thirty (30) days of receipt.

- (12) The City of Rincon shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Rincon 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 said inmates accordingly. The City of Rincon Public Works Superintendent 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 Rincon 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-six Thousand, six hundred forty-six Dollars (\$46,646) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Rincon 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 Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (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 The Board of Commissioners of Effingham County, with or without cause, by providing The City of Rincon 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 1<sup>st</sup> day of July, 2016, upon execution by all parties and will be in effect for the duration of the current fiscal year, July 1, 2016 through June 30, 2017. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable, this 21<sup>st</sup> day of June, 2016

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wendall Kessler  
Wendall Kessler, Chairman

Attested: Stephanie Johnson  
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: Victor Walker  
Victor Walker, Warden

THE CITY OF RINCON, GEORGIA

BY: Ken Lee  
Ken Lee, Mayor

ATTESTED BY: Dulcia King  
Dulcia King, City Clerk

Agreement reviewed and approved by County Attorney,

By: Raymond Dickey  
Raymond Dickey, Attorney for the City of Rincon, Georgia