

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
EFFINGHAM COUNTY
FIRST AMENDMENT**

This First Amendment (“Amendment”) to the Original Agreement, entered into on the 1st day of July 2023 (“Original Agreement”) is entered into as of this 1st day of April 2024, by and between the Georgia Department of Corrections (“Department”) and Effingham County, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS the purpose of this Amendment is to reflect a two-dollar increase in compensation for each offender.

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

1. Agreement. The Original Agreement, including all Amendments, shall be referred to as the “Agreement.” Except as otherwise expressly set forth herein, the terms and conditions contained in the Agreement are unchanged. All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

2. Changed Provisions or Exhibits. Section 5 Compensation: is hereby amended to read as follows: Department agrees to pay County the sum of Twenty-Four Dollars (\$24.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

3. Multiple Counterparts. This Amendment 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 Amendment until each party has executed it.

4. Entire Amendment. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed effective as of the date and year first written above.

**GEORGIA DEPARTMENT OF
CORRECTIONS:**

EFFINGHAM COUNTY:

By: _____
Bryan S. Wilson
Deputy General Counsel

By: _____
Wesley Corbitt
Chairman

Date: _____

Date: _____