

State of Georgia
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF PORT WENTWORTH, 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 Port Wentworth, Georgia hereinafter referred to as "the City of Port Wentworth" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Port Wentworth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH:

PART A

Effingham County and the City of Port Wentworth agree to the following:

- (1) Effingham County shall supply to The City of Port Wentworth 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 Port Wentworth 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 Port Wentworth, 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 Port Wentworth, Georgia. The City of Port Wentworth 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 Port Wentworth, 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 Port Wentworth, Georgia as well as between work sites within The City of Port Wentworth.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Port Wentworth work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Port Wentworth. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Port Wentworth 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 Port Wentworth, 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 Port Wentworth equipment.
- (8) The City of Port Wentworth 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.

- (9) 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 Port Wentworth's Public Works Director prior to performing the maintenance. The City of Port Wentworth 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.
- (10) The City of Port Wentworth shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Port Wentworth 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 Port Wentworth Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Port Wentworth 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 under this agreement is Ninety Thousand Dollars (\$90,000) per year. This will be prorated for the initial term of this Agreement. This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Port Wentworth each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (12) 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.
- (13) 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.

- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) 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 _____, 2022, upon execution by all parties and will be in effect for the duration of the year, July 1, 2022 through June 30, 2023. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

[SIGNATURES ON FOLLOWING PAGE]

The foregoing is agreeable, this 2nd day of August, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attested: S. Johnson
Stephanie D. Johnson, County Clerk

EFFINGHAM COUNTY PRISON

By: Victor Walker
Victor Walker, Warden

THE CITY OF PORT WENTWORTH, GEORGIA

By: Thomas Barbee
Thomas Barbee, Mayor Pro-Tem

Attested: Zahnay Smoak
Zahnay Smoak, City Clerk

Agreement reviewed and approved by:

Effingham County Attorney
Edward L. Newberry, Jr.

Scott C. Robichaux

City of Port Wentworth City Attorney
Scott C. Robichaux