

**INMATE WORK DETAIL AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between CARROLL COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as “**County**”), and the CITY OF CARROLLTON, GEORGIA, a political subdivision of the State of Georgia (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Correctional facility (the “**Facility**”); and

WHEREAS, the City desires to obtain the services of inmate work crews on public work projects in accordance with O.C.G.A. § 42-5-60(e), having a minimum of five (5) inmates (a “**Crew**”), and supervised by a P.O.S.T. certified correctional officer (“**C.O.**”);

NOW, THEREFORE, in consideration of these mutual promises and agreements, the sufficiency of the consideration for the same is mutually agreed as adequate, the parties do hereby agree as follows:

1. Scope of Services. The County agrees to provide the City with a minimum of **one** Crew and C.O. to be used for the following public work projects: **(a) GreenBelt, and/or (b) City Streets** (collectively, the “**Work**”). The County also agrees to provide Non-Security Officer (NSO) training to the City for all persons who will work near and/or with such inmates for the purpose of educating staff members of the City on issues surrounding inmate labor detail crews as approved by the Georgia Department of Corrections. The City shall have the exclusive right and responsibility to control the time and manner of executing the Work to be performed by the Crew through the correctional officer that is assigned to supervise the Crew on behalf of the City. For the purposes of this paragraph, the correctional officers assigned to supervise the Crew shall be acting as an agent of the City. The City shall have the right and responsibility to direct the correctional officers concerning the Work to be performed all in accordance with applicable laws, rules, and regulations of the Federal, State and local governments. The City acknowledges and agrees that under no circumstances shall an inmate be allowed to work on private property,

private equipment or private vehicles and that the work performed shall not include inmate labor that benefits private persons or corporations.

2. Prohibited Contact and Dealings with Inmates.

a. The City will take all reasonable steps to insure that its officials, employees, patrons, and agents refrain from any personal dealings with the inmates working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an inmate.

b. The City will take all reasonable steps to insure that no gun or other weapon nor any intoxicating liquor or and drug (including cigarettes) of any type is made available by its officials, employees, patrons, and agents to any inmate working under this Agreement on any property under the City's control.

3. Workplace Safety; Regulations. The City agrees to provide a safe workplace for the Crew in accordance with state and federal laws. The City shall be responsible for the coordination between the Crew and other workers in the workplace. The County shall be responsible for the 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. The City shall also comply with the following rules:

a. Inmates will not be permitted to leave the property upon which the City or activity is located with the exception of transfer to and from the Facility.

b. Except in emergency conditions where life or public property are in danger, inmates should not be required to work in rain or exposed to inclement weather conditions which jeopardize the health of those concerned. In cold weather, inmates are only allowed to work in outdoor conditions when the temperature is 28° F and rising. However, in the event of an emergency situation, use of inmates must be approved in advance by the Warden.

c. Each inmate is to be supervised by a certified correctional officer at all times including during designated lunch and break times. Inmates are never to be separated so that the officer cannot observe their actions at all times.

d. Inmates are not allowed to receive mail or packages while on assignment. Inmates are not allowed to mail letters or packages outside of the Facility.

e. Inmates are not allowed to change into non-regulation clothing and/or modify dress appearance while on assignment.

f. Inmates are not allowed to have visitors while on work assignment without express written permission of the Warden.

g. Inmates are not allowed to receive money, gifts, gratuities or to have money in their possession unless authorized by the Warden.

h. Inmates are not allowed to use a telephone, radio or any other communication device unless expressly authorized to do so by the Warden.

i. The Warden or his designee will inspect the work assignment areas of each inmate as determined necessary by the Warden.

j. Inmates cannot be picked up at the Facility prior to 7:30 A.M. The inmates will return to the Facility prior to 5:00 P.M. In the event of an emergency which prohibits the inmates from arriving at the Facility at the designated time, the Facility must be notified prior to 5:00 P.M. as to the expected time of arrival.

k. Should any disciplinary, medical or other problem occur with an inmate on the Crew, such information should be reported immediately to the Facility.

l. The City shall adopt and comply with federal PREA standards as it relates to PREA Policy 208.06, and will have zero tolerance for any sexual abuse or sexual harassment of inmates. In addition, the City will provide training to all civilian employees who may supervise or have contact with inmates on a regular basis. The City will prepare and maintain all documentation related to the compliance with PREA.

4. Vehicles, Equipment and Supplies. The City agrees to supply a vehicle suitable for transporting the Crew to and from the location or locations of the Work. The correctional officers assigned to supervise the Crew shall be responsible for transporting the Crew to and from the location or locations of the Work in the vehicle provided by the City. In performing such transportation services, the correctional officers shall be acting as an agent for the City. The City shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The correctional officers shall be equipped with a portable radio. The portable radio shall be capable of communicating with law enforcement agencies and emergency medical personnel. Portable radio equipment will be an 800 MHz digital radio managed through the countywide emergency radio communications

system. It shall be the responsibility of the City to procure and maintain a policy or policies of insurance protecting its interests in its vehicles and equipment provided for use by the Crew. The City further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereinafter. The City is to provide the necessary workplace training to the inmates in the operation of any equipment or tasks the inmates perform.

5. Compensation. As compensation for the Crew and C.O. provided hereunder, the City agrees to pay the County an amount equal to the salary and benefits for each C.O. assigned to the Crew provided to the City, but not less than **\$15,500** per quarter per C.O.. The foregoing sum is not inclusive of overtime provided by the correctional officers assigned to the Crew. The City expressly agrees to pay for any overtime incurred by the correctional officers assigned to the Crew provided under this Agreement. The City will pay an overtime rate of 1 ½ times the correctional officer's hourly rate for all overtime hours worked. Should the County provide an increase in compensation to the assigned correctional officers or there is an increase in the cost of benefits provided to the assigned correctional officers, the City agrees to increase the compensation owed to the County under this Agreement commiserate with the increase in compensation and/or cost of benefits for the correctional officers. The County will provide the City with a quarterly invoice, which invoice is due and payable thirty (30) days from receipt by the City.

6. Hours of Work. The Crew will be provided five (5) days per week, eight (8) hours per day or four (4) days per week, at ten (10) hours per day at the discretion of the City with the approval of the Warden during the term of this Agreement, with the exception of all state, federal, and county holidays. If the County determines that a second Crew and C.O. are available, the parties will enter into an amendment to this Agreement regarding such additional Crew.

7. Term of Agreement. This Agreement shall be effective beginning **July 1, 2022**, 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 one year periods.

8. Termination for Convenience. This Agreement may be terminated by either party upon ninety (90) calendar days written notice. The ninety (90) days will commence with the receipt of the notice by the non-canceling party.



Work. Neither party shall be liable to the other party for any delay or default in performing the Work if such delay or default is caused by conditions beyond its control including but not limited to acts of God, emergency orders, pandemics, government restrictions, wars, insurrections, acts of terrorism, lack of available inmates and correctional officer(s), and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). However, an event of force majeure shall not excuse the City's duty to pay for Work performed.

[The immediately following is the signature page.]

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**CARROLL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Michelle Morgan, Chairman

Attest: \_\_\_\_\_  
Deputy County Clerk

(COUNTY SEAL)

**FACILITY WARDEN**

By: \_\_\_\_\_  
Warden

[The immediately following is the signature page.]

[Signatures continued from previous page.]

**CITY OF CARROLLTON, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(CITY SEAL)