HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: FY2020 Work Detail Agreement with the Georgia Department of Corrections (Lee Arrendale State Prison)

DATE: March 26, 2019

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- $79,000
CAPITAL-

COMMISSION ACTION REQUESTED ON: April 15, 2019

PURPOSE:
To seek Commission approval of a Work Detail Agreement with the Georgia Department of Corrections (Lee Arrendale State Prison) for FY2020.

BACKGROUND / HISTORY:
Approval of this agreement will continue the existing work detail program for Public Works projects with the Georgia Department of Corrections (Lee Arrendale State Prison) that has been in place for years.

FACTS AND ISSUES:

a) This agreement will begin on July 1, 2019.
b) This agreement will provide a maximum of ten offenders and one full-time correctional officer.
c) Habersham County will provide transportation for the work detail and proof of insurance to the Department of Corrections.
d) Habersham County will pay the Department of Corrections $79,000 per year for the term of this agreement.
e) This agreement will expire on June 30, 2020 and can be terminated by either party if seven days' written notice is given.

OPTIONS:
1) Approve Work Detail Agreement with the Georgia Department of Corrections (Lee Arrendale State Prison) for FY2020
2) Deny Work Detail Agreement with the Georgia Department of Corrections (Lee Arrendale State Prison) for FY2020
3) Commission defined alternative

RECOMMENDED SAMPLE MOTION:
I move to approve the FY2020 Work Detail Agreement with the Georgia Department of Corrections (Lee Arrendale State Prison).

DEPARTMENT:
Prepared by: Lindsay Underwood

ADMINISTRATIVE COMMENTS:

_____

_____ **DATE:** _____

County Manager

GEORGIA DEPARTMENT OF CORRECTIONS
Office of Legal Services
P.O. Box 1529
Forsyth, Georgia 31029
Telephone (478) 992-5231
Facsimile (478) 992-5241

Brian P. Kemp
Governor

Timothy C. Ward
Commissioner

March 25, 2019

County of Habersham
Attn: Lindsay Underwood
130 Jacob's Way
Suite 301
Clarkesville Ga. 30523

RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

The State fiscal year-end is quickly approaching. As a result, our department is being proactive in establishing our work detail agreements for Fiscal Year 2020. Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original to the facility contact as described in your agreement no later than May 15th. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address www.gdc.contracts@gdc.ga.gov. Please state NO DETAIL NEEDED in the subject line as well as the name of your entity.

As a Department, we are moving towards electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, we are moving towards electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly,
Charles Hodges
Attorney III, Contracts

Enclosure:

WORK DETAIL AGREEMENT
By and Between
Georgia Department of Corrections
And
County of Habersham

THIS AGREEMENT is entered into this 1st day of July, 2019, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and County of Habersham, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Arrendale State Prison facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2019 through 11:59 p.m. on June 30, 2020 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.

3. Prohibited Contact and Dealings with Offenders.

   A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders 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 Offenders.

   B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.

   C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.

   D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.

5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
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 Governmental Entity:	County of Habersham Attn: Lindsay Underwood 130 Jacob's Way Suite 301 Clarkesville Ga. 30523 lunderwood@habershamga.com
If to Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, GA 31029
With a copy to:	Arrendale State Prison Joy Landers PO Box 709, 2023 Gainesville Hwy S Alto, GA 30510-0709 joy.landers@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

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 of 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. Any lawsuit or other action brought against the Department and the State

based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.

11. 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.

12. 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.

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

GOVERNMENTAL ENTITY:

By: _____

Print Name: _____

Title:_____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

A. Delivery of Services: Department agrees to provide Governmental Entity with two (2) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

C. Compensation. Governmental Entity agrees to pay Department the sum of Seventy-Nine

Thousand Dollars ($79,000.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty-Nine Dollars and Ninety Cents ($189.90) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.