

DATE: April 5, 2019
TO: Mayor and City Council
FROM: Assistant *City* Manager
SUBJECT: Service Agreement for Gwinnett County Inmate Work Crews



RECOMMENDED ACTION

Approve the two service contracts for Gwinnett County inmate crews to assist with the maintenance of the city streets and golf course and authorize the Mayor to sign and execute them for a one-year term renewable up to five years.

BUDGET IMPACT

The city has budgeted in the 2019 general budget for the payment for the inmate crews from Contract Labor in Street, Golf and Recreation.

DISCUSSION

Public property, buildings and facilities located within the city require occasional general maintenance and repair services such as landscaping, grass cutting, trash/litter pick-up, graffiti removal and painting. Gwinnett County is willing to make available inmate work crews to perform services on public property and to public facilities and buildings for a sum equal to its cost of providing the work crew, appropriate security and equipment.

Attachment: Service Agreements for Inmate Work Crews

STATE OF GEORGIA
COUNTY OF GWINNETT

SERVICE AGREEMENT FOR GWINNETT COUNTY
INMATE WORK CREWS

THIS AGREEMENT is executed this ____ day of _____, 2019, by and between GWINNETT COUNTY, GEORGIA ("GWINNETT COUNTY"), a political subdivision of the State of Georgia, and the CITY OF SUGAR HILL, GEORGIA ("CITY").

WITNESSETH

WHEREAS, certain public property, buildings, and facilities located within the CITY require occasional general maintenance and repair services such as landscaping, grass cutting, trash/litter pick-up, graffiti removal, and painting;

WHEREAS, GWINNETT COUNTY is willing to make available inmate work crews to perform services on public property and to public facilities and buildings for a sum equal to its cost of providing the work crew, appropriate security, and equipment;

WHEREAS, O.C.G.A. § 42-5-60 authorizes GWINNETT COUNTY and the CITY to contract for and receive the mutual benefit of the services of inmate work crews;

WHEREAS, GWINNETT COUNTY and the CITY agree that the use of inmate work crews to perform general maintenance and repair services on public property located within the CITY will benefit the citizens of GWINNETT COUNTY; and

WHEREAS, the Gwinnett County Board of Commissioners has lawfully delegated the authority to enter into this Agreement to the Warden of the Gwinnett County Department of Corrections.

NOW, THEREFORE, in consideration of GWINNETT COUNTY's Agreement to provide inmate work crews to the CITY for the purpose of general maintenance and repair services within the CITY, the parties agree as follows:

1. GWINNETT COUNTY shall make available an inmate work crew, generally consisting of eight (8) to ten (10) inmates, to provide services within the CITY. The CITY will determine how many days each week, if any, services are requested. Services will be provided on a daily basis not to exceed seven (7) working hours per day.

2. The inmate crew shall consist of inmates in the custody of the Gwinnett County Department of Corrections, one (1) armed correctional officer, a fully equipped transport vehicle, and a landscape trailer equipped for commercial mowing and/or litter pickup. All other materials and equipment as may be necessary for the particular assignment shall be the responsibility of the CITY and shall be provided solely at the CITY's expense. The CITY affirms that all materials and equipment it may separately provide under this Agreement for use by the inmate work crew shall be in good working order and all safety equipment and devices shall be free of defect.

3. The CITY shall pay to GWINNETT COUNTY a flat fee of three hundred seventy-five dollars (\$375.00) per actual day worked by the inmate crew as reimbursement for all salaries, costs, and expenses necessarily incurred by GWINNETT COUNTY to provide the crew, correctional officer, and equipment/materials for services.

4. The inmate crew shall perform general maintenance and repair services which may include landscaping, grass cutting, trash/litter pickup, painting, and graffiti removal. The services shall be performed under the direct and exclusive supervision of the GWINNETT COUNTY Department of Corrections which shall have sole authority and control over the time, manner, means, and method by which the services shall be performed. The CITY shall have no control or supervisory authority over the Gwinnett County Department of Corrections, its employees, its inmates, or its equipment. The Gwinnett County Department of Corrections is solely responsible for providing security and maintaining custody of the inmates. The CITY bears no responsibility whatsoever for the escape of any inmate, or for incidents arising from the escape of inmates, should they occur. The CITY is not responsible for the negligent and

intentional acts of the inmates and their supervisors, nor is the CITY responsible for the health, welfare, or safety of the inmates.

5. All services provided by the inmate crew must be performed on public property and/or to public facilities only. Under no circumstances shall the inmates be assigned to perform any labor or service to or on behalf of any private property, private entity, or private facility.

6. GWINNETT COUNTY reserves the absolute right to decline to provide an inmate work crew in the event that: a) such manpower is necessary to perform county work, which shall always be a priority; b) the assignment is contrary to Georgia law or outside of the scope of this Agreement; c) the assignment may pose an unacceptable risk of harm to inmates or GWINNETT COUNTY personnel; d) the assignment poses unacceptable risk of escape; or e) for any other reason as determined by the Warden of the Gwinnett County Department of Corrections.

7. All equipment and materials provided by GWINNETT COUNTY shall be operated only by the inmate crew and/or GWINNETT COUNTY personnel.

8. The term of this Agreement shall be one (1) year from the date first appearing hereon. Unless otherwise terminated, it shall automatically renew annually not to exceed five (5) renewal periods.

9. This Agreement shall not be modified verbally, but any modifications of the terms of this Agreement shall be in writing and signed by the duly authorized representatives of each party hereto.

10. The CITY shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement.

11. The CITY shall to the fullest extent provided by law and at its sole cost and expense: indemnify, defend, satisfy all judgments, and hold harmless GWINNETT COUNTY, its agents, officers, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses, and expenses caused by the CITY including, but not limited to,

attorney's fees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein nor shall any provision of this Agreement operate to waive the defenses of sovereign, governmental, discretionary act, or official immunity available to any party or person described herein.

12. This Agreement may be terminated by either party for any reason at any time. Such termination shall be in writing and may be delivered personally, by facsimile transmission, or by United States mail.

In witness whereof, the parties hereby execute this Agreement on the date first above written.

GWINNETT COUNTY, GEORGIA:

Darrell Johnson, Warden
Gwinnett County Department of Corrections

ATTEST: _____
Diane Kemp, County Clerk

[County Seal]

APPROVED AS TO FORM:

Tuwanda Rush Williams
Senior Assistant County Attorney

(Signatures continued on next page)

CITY OF SUGAR HILL, GEORGIA:

Steve Edwards, Mayor

ATTEST: _____
City Clerk

[Seal]

APPROVED AS TO FORM:

City Attorney

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Gwinnett County Department of Corrections

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Diane Kemp, County Clerk

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Tuwanda Rush Williams
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Steve Edwards, Mayor

ATTEST: _____
City Clerk

[Seal]

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City Attorney