COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
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MEMBERS
DIST. 1. FRANK BURT, JR.
2. ROBERT E. (BOB) JAMES
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

February 18, 2014

Alabama Department of Corrections
Atmore Community Work Center
9947 Highway 21 N
Atmore, Alabama 36503

RE: Alabama Department of Corrections (ADOC) Atmore Community Work Center - Work Squad Agreement

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on February 18, 2014, approved a *Work Squad Agreement* with the Alabama Department of Corrections Atmore Community Work Center for inmate workers to assist the Highway Department [Area 100 Baldwin County Highway Maintenance Barn]. The term of this *Agreement* shall begin upon full execution by all parties and shall continue for one (1) year. Upon mutual agreement of the parties, it may be renewed.

Enclosed is a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BF8

cc: Cal Markert
Lisa Sangster

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

Agreement No.: ACWC-14-004
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Area 100 Maintenance Barn ("Agency") and the Alabama Department of Corrections Atmore Community Work Center ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on February 18, 20 14, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.

2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.

3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.

5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars ($15.00) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [*choose one*] __x__ Agency _____ ADOC (additional charge of $5.00 per inmate, per day if transported by the ADOC).

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.

10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.

13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative Charles F. Gruber, Chairman

CHARLES F. GRUBER 2/18/2014
Printed Name Date

Mary Kooks, Warden

ADOC Warden/Designee Mary Kooks, Warden

Mary Kooks 2/13/14
Printed Name Date

CONTACT INFORMATION

Mark Booth
ADOC Warden's Designee/
Institutional Contact Person

(251) 238-0934
Phone Number

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Rex Phillippi, Area 100 Supervisor
Agency Supervisor/Representative

(251) 937-0211
Phone Number

Baldwin County Highway Department
Area 100 Maintenance Barn
203 Dickman Road
Bay Minette, AL 36507
Invoice Address

Agreement No.: ACWC 14-004
(To be provided by the Institution)

SUPERVISOR PLAN

Date Requested: February 18, 2014

Name of ADOC Institution: Atmore Community Work Center

Name of Agency: Baldwin County Commission by and through Area 100 Maintenance Barn

Name of Supervisor(s)/Representative(s): Rex Phillippi, 100 Area Supervisor

Type of work needed:
Sod, landscape, asphalt repair, erosion control item installation, general labor

The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: 1-10 (varies)

Location of Work Site: Baldwin County - Area 100

* *No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

Weekly - Monday through Thursday - Friday as needed

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: Mary C Walker Date: 2/13/14
Warden/Designee

Handout #1

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.

2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.

3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.

4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.

6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.

7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.

8. Inmates will obey the orders and instructions of their work supervisor(s).

9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.

10. Inmates will not be allowed to have visitors at the job site.

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.

12. Inmates are not allowed to work on personal property of any description while at the job site.

13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.

14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).

15. Radios will not be allowed at the work site.

16. Books, magazines, or newspapers will not be allowed at the work site.

17. An inmate may not possess any keys, except in the performance of his/her job.

18. Personal hygiene will be maintained by each inmate at all times.

Handout #2

RULES AND KEY ISSUES FOR DEPARTMENTAL AND NON-DEPARTMENTAL SUPERVISORS

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.

2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.

3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.

4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.

5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.

6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.

7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."

8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.

9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
c. Note the direction in which the escapee was headed if known, or last known location.
d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:
    a. **WHO** – inmate and/or person(s) involved
    b. **WHAT** – what took place/what did you do
    c. **WHEN** – date and time
    d. **WHERE** – location of events or situation
    e. **HOW** – how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.