

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama

WHEREAS, the City of Alexander City, Alabama (City) has a need for workers to assist in general services; and

WHEREAS, the Alabama Department of Corrections (ADOC) has within its custody certain inmates who are capable of providing the services requested by the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby authorizes the mayor to execute the Community Work Project Agreement as follows:

TERMS

1. **TERM.** The term of this agreement shall begin on _____, 2023, the date last signed below, and shall continue for six (6) months. Thereafter, upon mutual agreement of the parties, it may be renewed in six (6) month increments.
2. **REQUEST FORM.** Prior to executing this agreement, the City warrants that it has submitted an ADO Form 439-A, Application for Inmate Work, which is hereby attached and incorporated as if set forth herein, 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. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that ADOC Form 439-A, Application for Inmate Work. 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 ADOC Form 439-A, Application/or Inmate Work, 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. **CHANGES.** Any change to ADOC Form 439-A, Application/or Inmate Work, including the proposed schedule, location, and the frequency with which the inmates are provided may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden and the Government Agency Inmate Supervisor at least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.
5. **PAYMENT.** ~~In consideration of providing the inmates to ALDOT, ALDOT shall pay the ADOC in accordance with Annex B, ALDOT Cost Schedule, which is hereby attached and incorporated as if set forth herein. 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 community projects job site will be coordinated between the Government Agency Inmate Supervisor 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]
_____Agency X 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. Additional supervision may be provided by any ADOC employee. The ADOC shall provide these training 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: ADOC Form 439-B, Government Agency Inmate Supervisor and Squad Officer Work Rules, ADOC Form 439-C, Inmate Work Rules; Inmates Working on Community Projects and Safety Training for Inmates Working Near Roadways; and, as applicable, ADOC Form 439-E, Letter of Understanding, which are hereby attached and incorporated as if set forth 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 Institutional 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 Law Enforcement Services 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 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 Institutional Contact Person 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 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. ADOC will 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 Government Agency Inmate Supervisor.
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 this agreement and the approved ADOC Form 439-A, Application for Inmate Work.

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. **DEBT TO STATE.** It is agreed that the terms and commitments contained herein shall not constitute 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 Agreement 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.
15. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
16. **IMMIGRATION.** 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 Alabama Beason-Hammon 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.
17. **PREA.** 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 one 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 - sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). 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 facility to which he or she is assigned, or the Warden's designee!

18. **BOYCOTT CERTIFICATE.** In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
19. **INDEPENDENT CONTRACTOR.** It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
20. **MODIFICATIONS.** The Parties. agree that this Agreement, ADOC Form 439-A, Application for Inmate Work (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 ADOC Form 439-A, Application for Inmate Work), and/or extensions shall be in writing and signed by both parties to be binding.
21. **STAARS.** Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
Attn: Samson Ervin, Accounting Division
301 S. Ripley Street
Montgomery AL 36104

22. SECURITY. All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility.

Agency Representative Signature Printed Name Date

ADOC Warden/Designee Signature Printed Name Date

CONTACT INFORMATION

ADOC/Warden Designee

Agency Supervisor/Representative

Telephone Number

Telephone Number

Agency Invoice Address

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

ADOPTED THIS 20TH DAY OF JUNE, 2022

AUTHENTICATED THIS 20TH DAY OF JUNE, 2022

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President
Alexander City Council

By: Stephanie J. Southerland,
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Tapley, Hardy, C. Brown, Keel, E. Brown, Colvin
Nays: None

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