



# PUBLIC WORKS COMMITTEE MEETING

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MONDAY, OCTOBER 5, 2020 |

4th committee- 6:00 PM

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the Upstairs Conference Room at 6 p.m.

Please note that members of the public may attend this meeting in-person, but are encouraged to participate remotely. The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing. You may also email comments about specific items on the agenda to City Clerk Cindy Miller at [cmiller@mauldincitysc.com](mailto:cmiller@mauldincitysc.com). Comments emailed about specific agenda items prior to 6:00 p.m. on Monday, October 5, 2020 will be read during the Public Comment segment of the meeting.

# Public Works Committee Agenda

**Committee Members:** Jason Kraeling (Chair), Carol King, Michael Reynolds

1. **Call to Order** The Honorable Jason Kraeling
2. **Public Comment** The Honorable Jason Kraeling
3. **Reading and Approval of Minutes** The Honorable Jason Kraeling
  - a. Public Works Committee Meeting: September 14, 2020
4. **Reports or Communications from City Officers** The Honorable Jason Kraeling
  - a. Public Works Director Matt Fleahman
    - i. Budget Review
  - b. City Administrator Brandon Madden
    - i. IMS Road Inventory Update
5. **Unfinished Business** The Honorable Jason Kraeling

There is no unfinished business.
6. **New Business** The Honorable Jason Kraeling
  - a. Extension of Agreement with SC Department of Corrections
7. **Public Comment** The Honorable Jason Kraeling
8. **Committee Concerns** The Honorable Jason Kraeling
9. **Adjournment**

Minutes  
PW Committee  
September 14, 2020  
6:00 p.m.  
3<sup>rd</sup> committee meeting

Meeting Location: City Hall Upstairs Conference Room

Members present: Chairman Jason Kraeling, Committee members Michael Reynolds and Carol King. PW Director Matt Fleahman and City Administrator Brandon Madden were also present.

1. Call to Order- Chairman Kraeling

2. Public Comment- None

3. Reading and Approval of Minutes

b. Public Works Committee Meeting: August 3, 2020 (Pages 3-5)

**Action: Councilman Reynolds made a motion to approve the minutes with Councilwoman King seconding.**

**Vote: The vote was unanimous**

4. Reports or Communications from City Officers

b. Department Reports

Public Works Director Matthew Fleahman

Budget Review- The budget looks good.

1. Grass Clippings Update- The ordinance prohibits grass clippings on the curb without being bagged. The grass clippings could be vacuumed, but additional staffing would be required. Public Works staffing in the Sanitation Department is such that during the spring and summer months, drivers are in trash, recycling, and knuckle boom trucks. Depending on vacations, sick time, etc. Public Works may have enough drivers to send out one leaf truck during the work week. The truck will follow behind the

knuckle booms and clean up small debris that the clam shell boom misses. During leaf season, the three knuckle boom drivers switch to the leaf trucks and perform that removal service. The introduction of this additional service would require additional staffing.

Chairman Kraeling asked what the financial impact would be. Mr. Fleahman said with another machine and two additional staff, it would be about \$300,000. The City has outgrown the capacity of the current vehicles.

2. Street Sweeper Update- There were inquiries about replacing the street sweeper. The sweeper is currently down. The clutch replacement is \$8,000 plus labor. The machine is 17 years old. The department has obtained quotes for a new machine in the amount of \$226,802. Councilwoman King said a machine was in next year's budget. Councilwoman King asked if it would be better for us to get something to clean the streets, rather than a street sweeper, which blows grit and sand and sucks it up.

Councilwoman King asked if we need to replace a street sweeper that we haven't used for a couple of years, or should we contract with someone when we need to remove sand and grit and look at something that would actually spray and clean the streets. Mr. Fleahman said if there is mud on the road, the sewer jet is used, because it has a power washer. Mr. Fleahman said the County used to come in and do the street sweeping for us. Councilman Reynolds suggested we quote having the County coming in to do this for us and compare it to buying a new street sweeper.

3. Road Inventory Update- The City participates in a municipal match program for paving. The City contracted with IMS to do a survey of all city owned roads. Pre-Covid, the assessment was to be done in July and August, now it is expected by the end of September. The inventory has been done, and IMS are analyzing it. The analysis may be ready by the

next PW committee meeting. Once the list is completed, it can be provided to the County when the paving is slated to commence.

4. Restriction of Through Truck Traffic at the Intersection of Miller Rd. & Old Mill Rd. and Miller Rd. & Corn Rd.- The Intersections of Miller Road and Old Mill Road and Miller Road and Corn Road see a lot of truck traffic. The DOT has guidelines on limiting tractor trailers. There are alternative routes and they want to make sure the City and the property owners know what those routes are. If DOT approves the alternative routes, the City will have to put up signs to restrict through traffic.

5. Unfinished Business- None

6. New Business

- a. Tire Amnesty- Public Works collects tires and puts them at Jenkins Street before hauling them to the landfill. The tires cannot be just taken to the landfill, the City had to become a certified waste hauler. Very few people take advantage of this service and we do not have the room to stockpile the tires anymore. Staff suggests that tires can be picked up twice a year instead of stockpiling tires year-round. Chairman Kraeling asked what would happen if a tire was in the street. Mr. Fleahman said that would still be picked up.

Councilman Reynolds said he thinks we should get out of the tire business. Councilwoman King agreed or maybe there can be a drop-off spot, so the City is not driving around looking for tires.

**Action: Councilman Reynolds made a motion to send to Council a recommendation that the City does not take tires year-round and have a drop-off site. Drop-offs can be done the first Fridays of April and October.**  
**Vote: The vote was unanimous (3-0).**

- b. Non-approved Sanitation Containers- Public Works has been dealing with a number of complaints about damaged cans and demands that the Department replace non-approved damaged containers. The use of city-approved containers is codified in City Ordinance Section 34-5 (a) which states, "Generally. All Single-family residences and small business in the city, including townhouses, condominiums, duplexes, and all apartment complexes with less than nine units, shall purchase and use city-approved receptacles or carts for the disposal of normal household garbage, refuse and recyclable materials...". Additionally, Section 34-5 (c) of the City Ordinance mandates that, "...the resident or small business shall be responsible for the replacement of any stolen, damaged, or abused receptacle. The city will not be responsible for any stolen, damaged, or abused receptacles or carts."

The department assessed the weekly trash routes of the Sanitation Division and noted that a total of 173 non-approved containers were in use by residents around the City. The Department tagged each can during the last week in August and identified the City's requirement for City approved containers.

There are a number of non-approved containers that do not fit the cart tippers on the trash trucks. The use of the containers creates a situation where the employees have to lift and dump the can into the hopper of the trash truck. This action presents a workplace hazard where an employee could potentially injure themselves lifting an unspecified weight.

Public Works recommends that all use of cans not serviceable by the cart tippers be prohibited immediately. Additionally, City Ordinances for damaged containers be followed and enforced.

Chairman Kraeling asked if this was people who had an extra can that won't fit. Mr. Fleahman said some people have an extra non-compliant can, some people only have a non-compliant can. Mr. Fleahman said some of the people have skirted regulations and not purchased a can. The non-compliant cans have been tagged once. We would tag one more time, and then it will not be dumped.

Chairman Kraeling asked if we had enough cans for the residents to purchase to replace the non-compliant ones. Mr. Fleahman answered yes.

No action was needed. Committee agreed the ordinances should be followed.

c. Vegetation Management Procedure- The current ordinance does a pretty good job of giving a framework of when things should be cut and establishes some consistency. Mr. Fleahman worked up a procedure manual that builds on the ordinances and mandates things like cutting limbs and tree stump removal. Each department affected had a hand in coming up with this procedure- PW, Administration, and Recreation.

**Action: Councilman Reynolds made a motion to send this item to Council with Councilwoman King seconding.**

**Vote: The vote was unanimous (3-0).**

## 7. Public Comment

## 8. Committee Concerns

Councilwoman King said one of the public works staff was near her house and had a rake and picked up debris from the truck. It is noticed that they are going the extra mile.

Chairman Kraeling said the more we communicate, the less complaints we will get. He wants to make sure all the information for public works is on the website.

## 9. Adjourn- Chairman Kraeling adjourned the meeting.

Respectfully Submitted,

Cindy Miller  
Municipal Clerk

# PUBLIC WORKS COMMITTEE AGENDA ITEM

**MEETING DATE:** October 5, 2020

**AGENDA ITEM:** 6a

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**TO:** Public Works Committee

**FROM:** Public Works Director Matt Fleahman

**SUBJECT:** Extension of Agreement with SC Department of Corrections

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## REQUEST

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To request that the Public Works Committee and City Council approve the extension request from the SC Department of Corrections for the provision of inmate labor. Approval of this request will authorize the City Administrator to execute the extension agreement.

## HISTORY/BACKGROUND

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The City has an Inmate Labor Crew Contract with SC Department of Corrections. The agreement was extended for one-year, commencing July 1, 2019 and ending on June 30, 2020. Staff is requesting that Council consider extending the agreement for another year, commencing on July 1, 2020 and ending on June 30, 2021.

## ANALYSIS or STAFF FINDINGS

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The City uses inmate labor from the SC Department of Corrections (SCDC) to assist with Public Works related tasks, including trash & recycling collections and City grounds/roadway maintenance.

Currently, SCDC is not providing inmate labor. Per the attached letter, SCDC's goal is to take the necessary precautions to limit the introduction of the virus into our institutions. SCDC is returning employees back to work in phases and continues to limit the movement of inmates inside our institutions or in the community. As a result, SCDC is extending the suspension of the Inmate Labor Crew statewide. This suspension will be reassessed on a monthly basis.

As noted in their attached August 31, 2020 letter, due to the COVID-19 pandemic, government agencies are only operating with essential staff and SCDC was unable to provide the City with the attached letter of extension before the July 31, 2020 deadline. However, it their desire that the Inmate Labor Crew Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2020, and ending June 30, 2021.

## FISCAL IMPACT

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Once SCDC resumes providing inmate labor to the City, funding is available in the current budget (FY2021) to cover the associated costs.

## **RECOMMENDATION**

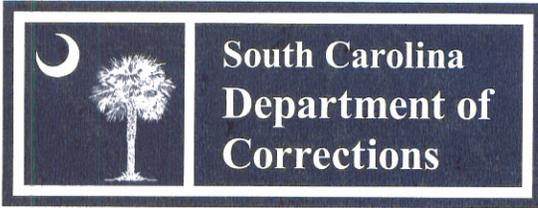
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It is recommended that the staff recommends that Council authorize staff to engage the SCDC and extend the current contract for one year.

## **ATTACHMENT**

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Inmate Labor Crew Contract  
Contract Extension Letter



HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

May 15, 2019

City of Mauldin Public Works  
Attn: Gary W. Woodson  
P. O. Box 249  
Mauldin, SC 29662

**RE: Contract #139**

Dear Mr. Woodson:

This letter is submitted regarding the Inmate Labor Crew Contract between your Agency and the South Carolina Department of Corrections.

It is our desire that this Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2019, and ending June 30, 2020. In addition to the terms of the previous contract, and amendments to the contract indicates that inmates will not have access to cellular telephones, internet access, social media, etc.

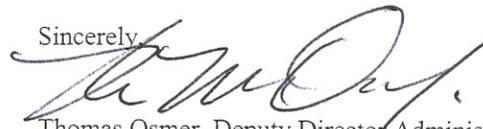
Both parties agree to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace and the deletion of the Iran Divestment Act-Certification (Jan 2015).

If this letter of extension is acceptable to your Agency, please indicate by printing and signing below and return one (1) of the original letters to the **Division of Classification and Inmate Records, Central Classification Office, ATTN: Brandon Byrd, P. O. Box 21787, Columbia, SC, 29221**. Please return this signed letter to this office by **June 28, 2018**.

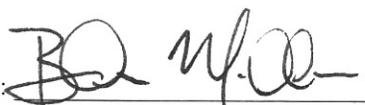
The South Carolina Department of Corrections continues to undergo many changes in policies, procedures and programs; and public safety remains our priority when changes are implemented. As changes are made throughout the Department, the availability of an eligible labor force may be reduced and, consequently, the number of inmates assigned to Contracted Labor crews may be reduced. However, we intend to supply an inmate labor force to all Contracting Agencies as our population and budget allow. You will be contacted should it become necessary to discontinue any contracts.

An Agency who contracts for confinement of its inmates with the South Carolina Department of Corrections shall be required to adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit the South Carolina Department of Corrections to monitor this aspect of the contract to ensure compliance with the PREA standards.

We look forward to our continued relationship with your Agency.

Sincerely,  
  
Thomas Osmer, Deputy Director Administration

TO/beb

Signature:  Date: 6/6/19  
Agency Administrator

Printed Name: Brandon Madden

P.O. Box 21787 - 4444 Broad River Road - Columbia, SC 29221-1787 - Telephone (803) 896-8555

<http://www.doc.sc.gov> E-mail: [corrections.info@doc.sc.gov](mailto:corrections.info@doc.sc.gov)



**SOUTH CAROLINA**  
**DEPARTMENT OF CORRECTIONS**

*Safety, Service, and Stewardship*

August 31, 2020

HENRY McMASTER, Governor  
BRYAN P. STIRLING, Director

City of Mauldin Public Works  
Attn: Brandon Madden, City Administrator  
P. O. Box 249  
Mauldin, SC 29662

**RE: Contract #139**

Dear Mr. Madden:

During this unusual time of coping with the COVID-19 virus, SCDC's goal is to take the necessary precautions to limit the introduction of the virus into our institutions. SCDC is returning employees back to work in phases and continues to limit the movement of inmates inside our institutions or in the community. As a result, SCDC is extending the suspension of the Inmate Labor Crew statewide. This suspension will be reassessed on a monthly basis.

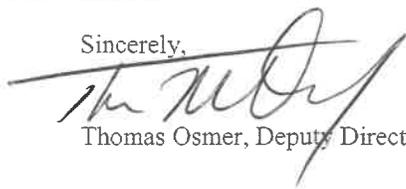
Unfortunately, due to the COVID-19 pandemic, government agencies are only operating with essential staff and we were unable to provide you this letter of extension before the July 31, 2020 deadline. It is still our desire that the Inmate Labor Crew Agreement, with all provisions thereunder, be extended for one year, commencing July 1, 2020, and ending June 30, 2021.

In addition to the terms of the previous contract, and amendments to the contract indicates that inmates will not have access to cellular telephones, internet access, social media, etc. and both parties agree to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace and the deletion of the Iran Divestment Act-Certification (Jan 2015).

If this letter of extension is acceptable to your Agency, please indicate by printing and signing below **and return one (1)** of the original letters to the **Division of Classification and Inmate Records, Central Classification Office, ATTN: Brandon Byrd, P. O. Box 21787, Columbia, SC, 29221**. Please return this signed letter to this office by **September 30, 2020**.

The South Carolina Department of Corrections continues to undergo many changes in policies, procedures and programs; and public safety remains our priority when changes are implemented. As changes are made throughout the Department, the availability of an eligible labor force may be reduced and, consequently, the number of inmates assigned to Contracted Labor crews may be reduced. However, we intend to supply an inmate labor force to all Contracting Agencies as our population and budget allow. You will be contacted should it become necessary to discontinue any contracts.

An Agency who contracts for confinement of its inmates with the South Carolina Department of Corrections shall be required to adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (PREA) and permit the South Carolina Department of Corrections to monitor this aspect of the contract to ensure compliance with the PREA standards.

Sincerely,  
  
Thomas Osmer, Deputy Director of Administration

TO/beb

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency Administrator

Printed Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

A G R E E M E N T

This agreement shall become effective upon the date of the final signature below, by and between the City of Mauldin, hereinafter referred to as the Contracting Agency, and the South Carolina Department of Corrections, a Cabinet Agency in the Executive Branch of Government of the State of South Carolina, by and through its duly authorized agent and Director, hereinafter referred to as the Department.

WITNESSETH

WHEREAS, the Department may permit the use of inmate labor on State highway projects or other public projects in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the Contracting Agency is charged with the making of any public improvement for the benefit of the State or with conducting other public service work or related activities in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the parties hereto desire to make available the use of inmates who are assigned to or eligible for minimum security institutions as a labor force to be utilized by the Contracting Agency,

WHEREAS, the Department has determined based upon all available information that was provided that the Contracting Agency has sufficient personnel to adequately supervise the inmates, in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws; and

WHEREAS, the Contracting Agency stipulates that it can and will provide adequate supervision of, and accountability for, the inmates in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws;

NOW THEREFORE, in consideration for these mutual promises and covenants, the parties hereby agree each with the other that;

1. The Department agrees upon the date of the final signature below, it will provide the Contracting Agency with an appropriate number of able bodied inmates who are assigned to, or are eligible for assignment to, minimum security institutions of the Department to be utilized by the Contracting Agency as a labor force as the Contracting Agency shall require during specified working hours Monday through Friday of each week. The Department Further agrees that in the event of an emergency as so determined by the Contracting Agency, the Department will provide said inmates to be used by the Contracting Agency during times other than during the normal work week.

2. It is agreed that inmates meeting all other qualifications will be assigned to said labor force only upon a voluntary basis and signed statements reflecting such willingness will be required. Moreover, the Contracting Agency shall have the right to refuse to accept specific inmates offered for said labor force.

3. It is agreed that assignment of inmates to and utilization by the Contracting Agency will be without regard to race, creed, color, or national origin. The Contracting Agency shall comply with all applicable laws on discrimination.

4. a. It is agreed that assignment of inmates to an employment activity will be the responsibility of the Contracting Agency; however, the Contracting Agency will ensure that the inmates will not be working under hazardous conditions or in activities that would be in violation of the Occupational Safety and Health Act and State Laws and/or Court Decisions or Consent Decrees, including the prohibition against using inmates on construction projects.

b. The Contracting Agency will also ensure that the inmates are not used in a capacity that requires or permits them to supervise other inmates, other offenders, or any other persons, nor requires or permits them to represent or to act on behalf of any entity, authority, or individual.

c. Further, the Contracting Agency will ensure that the inmate labor force shall not be assigned to an employment activity that may

c. Each orientation and re-orientation session will be documented. The documentation will include subject matter, dates, duration and names of attendees.

d. The Contracting Agency will inform the Department when the inmate labor supervisors are replaced. The Contracting Agency also agrees to review the records of those persons who may be permitted to act as supervisors of the inmate labor force to ensure that said persons, if previously convicted of violating any law, are not under active supervision of the Department of Probation, Parole and Pardon Services.

e. The Contracting Agency understands that pursuant to section 44-23-1150, South Carolina Code of Laws, 1976, as amended, employees found to have relations, as defined by this section, with inmates may be subject to criminal action and imprisonment.

f. The Contracting Agency shall comply with procedures as outlined in current South Carolina Department of Corrections Policies and Procedures relative to inmate relations with news media and others. Specific procedure will be provided to the Contracting Agency and its participating employees during each mandated supervisor orientation.

g. The Contracting Agency shall inform all employees who directly or indirectly supervise inmates that they will be held accountable for violations and/or non-compliance of labor crew rules and regulations and that action may be taken as deemed appropriate and necessary. Serious violations and/or non-compliance will constitute contract termination, unless the Department determines that actions taken by Contracting Agency will prevent further incidents.

h. The Contracting Agency shall abide by all policies and procedures applicable to the inmate labor program as set forth by South Carolina Department of Corrections Policies and Procedures.

i. The Contracting Agency is responsible for the supervision of the inmate labor force and for ensuring that proper accountability for the inmates will be exercised at all times. The Contracting Agency shall immediately report any serious incident or accident involving an inmate to the Department by notifying the institution to which the inmate is assigned.

be expected to result in occupational exposure to Bloodborne Pathogens; however, should the duties of the work performed constitute occupational exposure, it will be the Contracting Agency's responsibility to ensure that universal precautions are taken.

5. a. Should it be necessary for the Contracting Agency to utilize inmates in positions that require the use of equipment, the Contracting Agency shall provide all necessary safety equipment items, safety and training orientation with respect to the use of such equipment, and direct supervision by employees of inmates using such equipment.

b. The Contracting Agency shall ensure that no inmate is allowed to operate a motorized vehicle that requires a driver to be licensed and/or the vehicle to display a license tag. When inmates are assigned to use heavy equipment, mowers, or any other appropriate mechanized apparatus, the Contracting Agency shall ensure that they are properly supervised by trained staff.

c. The Contracting Agency shall assure that inmates receive all training for work activity being performed by inmates as necessary to comply with the Occupational Safety and Health Administration (OSHA). All inmate training records shall be maintained per OSHA requirements by Contracting Agency with copies provided to the Department upon request. Verification of training may be maintained on SCDC Form 22-5, "Inmate Training Roster", or the Contracting Agency's internal form(s) but in all instances must contain at a minimum the inmate's name, SCDC number, date and subject of training session, signature, and name of staff member conducting the training.

6. a. The Department shall provide an orientation session relating to supervision and security concerns for all employees of the Contracting Agency who will directly or indirectly supervise inmates.

b. This training will be updated by the Department when and as needed, and re-orientation session will be conducted at least annually. The Contracting Agency will be responsible for ensuring that all of its employees who will be providing direct or indirect supervision of the inmates attend both the initial and annual orientation sessions. Failure to do so can result in contract termination.

7. The Contracting Agency agrees to provide safe transportation of the said inmates to the work site, transportation back to the institution of assignment, and transportation as necessary throughout the workday. The Contracting Agency shall ensure that no inmate is transported in a privately owned vehicle for any reason. The Contracting Agency shall ensure that inmates are not allowed to leave work areas to go to any other location.

8. a. The Contracting Agency agrees that while it has control of the inmate labor force, it will be responsible for providing necessary immediate and prompt medical care that may be required as a result of injury to or illness of an inmate while working as a member of said labor force. If the injury or illness is non-emergent, the Contracting Agency will be responsible for transporting the inmate back to the institution of assignment for care.

b. The Contracting Agency agrees that it will endeavor to provide the most cost effective care available, treating non-emergent injury or illness at the work site whenever possible and emergent injury or illness by arranging for care in a doctor's office/clinic or in a hospital setting. All injuries or illnesses will be reported to the Department's medical office using the emergency medical pager number provided by the Department.

c. Non-emergent injury or illness consists of:

- 1) Surface lacerations/abrasions when bleeding can be stopped with pressure.
- 2) Insect bites/stings, with no episode of shortness of breath
- 3) Simple muscle strains and sprains, showing swelling but no bones protruding or bone abnormality.

d. Emergent injury or illness consists of:

- 1) Chest pain or shortness of breath unrelieved by rest
- 2) Laceration or abrasion that appears deep enough to require stitches and when bleeding will not stop with pressure and elevation
- 3) Sudden onset of disorientation or confusion, facial droop and/or complaint of numbness/tingling to any extremity (i.e., legs, arms)

4) Falls with head or facial trauma involvement paired with loss of consciousness

5) In hot temperatures, heat stroke, inmate stops sweating, appears confused, appears flushed, skin is hot, dry and red – apply cool wet towels, call EMS

e. Contracting Agency may contact pager number 803-654-3413, for further assistance.

f. Necessary immediate medical care is defined as ensuring that the inmate receives immediate and timely medical attention, whether on-site, in a doctor's office/clinic, or in a hospital setting. Transportation of the inmate, whether by the Contracting Agency vehicle or ambulance, and all expenses related to transportation, will be handled by the Contracting Agency. Costs incurred in the administering of immediate care (i.e., emergency room or office/clinic cost) will be the responsibility of the Contracting Agency. The Department will assume financial responsibility for all medical expenses (hospitalization, scheduled and unscheduled follow-up visits, medication, etc.) upon supervisory control by Department of Corrections' staff and/or return to Department custody of the inmate, provided, however, should the Department in its sole discretion determine that unsafe conditions and/or improper supervision is the proximate cause of the injury, the Contracting Agency will be solely responsible for all medical care attendant to the injury thereto. If the contracting Agency and the Department cannot agree that unsafe conditions and/or improper supervision is the proximate cause of the injury or are otherwise unable to resolve a dispute over financial responsibility for medical care, the parties agree to submit to non-binding arbitration prior to filing any civil action or other litigation related to this agreement. The arbitrator will be selected by agreement of the parties. The arbitration will proceed in accordance with the South Carolina Court-Annexed Alternative Dispute Resolution Rules governing arbitrators and non-binding arbitration. The costs and expenses of the arbitrator shall be split equally between the parties. Each party will be responsible for their own attorney's fees and/or costs, if any. The inmate members of the labor force are not employees of the Contracting Agency.

9. The Contracting Agency shall not loan, trade, or permit inmates to perform work for other public entities, for any private enterprises, or for any private citizens, to include employees of contracting agencies.

10. The Contracting Agency shall not allow inmates to enter into private business transactions or other moneymaking activities. The Contracting Agency shall ensure that all labor performed is on behalf of the Contracting Agency and not for the personal benefit of any inmate, employee or other individual. Further, the Contracting Agency shall not allow any item or message to be delivered to any inmate.

11. The Contracting Agency shall not allow the inmates to enter any business establishments, receive visitors, use telephones or computers.

12. The Contracting Agency agrees that the inmate labor force shall not come in close contact with the general public, except as incidental in the performance of job duties by the labor force and then only with appropriate Contracting Agency supervision.

13. The Contracting Agency will ensure that respective municipal and/or county law enforcement agencies are advised as to the use of inmates by the Contracting Agency, and that their assistance in security-related situations may be needed. The Contracting Agency further agrees that in the event any inmate escapes or is unaccounted for while under the Contracting Agency's control, the Contracting Agency will immediately notify the Department's institution of assignment.

14. a. The Contracting Agency shall reimburse the Department the sum of fifteen dollars (\$15.00) per day for each inmate in the labor force to cover all costs. The amount of reimbursement is subject to increase at each annual renewal of this agreement.

b. In respect to this provision, the Department will submit to the Contracting Agency an accounting each month. The Contracting Agency agrees to remit the proper and full amount due by check within thirty (30) days of receipt of such accounting.

15. The Department and the Contracting Agency agree that the terms of this Agreement shall be in effect until June 30, 2017, commencing upon the date of the final signature below. Following the initial one-year term of this Agreement, both parties may extend the Agreement for four (4) additional one-year terms by signing a letter of extension. If both parties do not consent in writing to the extension, this Agreement shall terminate at the end of the then existing term. The parties further agree that either party may

terminate this Agreement after a period of thirty (30) days following the receipt by the other party of a written notice of such intent or immediately upon mutual consent of the parties. The parties agree that the Department may temporarily suspend the Agreement at any time due to an emergency, or during a period of inquiry and evaluation that is pertinent to the Agreement.

**\*IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

**\*2015 Open Trade Clauses: OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

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OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

*\*The "Iran Divestment Act-Certification (JAN 2015)" and "2015 Open Trade Clauses: OPEN TRADE REPRESENTATION (JUN 2015)" does not apply between state agencies.*

IN WITNESS WHEREOF, SCDC and City of Mauldin, by their authorized agents, in consideration of the mutual promises, covenants, and conditions exchanged between them, have executed this Agreement to be effective as of the date of the final signature below.

SOUTH CAROLINA DEPARTMENT OF  
CORRECTIONS

BY: Byron P. [Signature] 6/21/17  
Agency Director Date

WITNESSES:

Manya D. [Signature]  
[Signature]

CITY OF MAULDIN

BY: Raymond C. [Signature] 5/12/17  
Administrator Date

WITNESSES:

[Signature]  
[Signature]