



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/24/2018 Meeting Date: 10/4/2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "K. Kirby", is written over a horizontal line.

1. Nature and purpose of agenda item:

Approval of Florida Department of Corrections contract for 18--19 - \$170,241

2. Recommended Motion/Action:

Approve of Florida Department of Corrections contract for 18--19

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 10142805413034



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
JULIE JONES

An Equal Opportunity Employer

501 South Calhoun Street, Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

August 24, 2018

Connie Brecheen
Columbia County Public Works
607 NW Quinten Street
Lake City, Florida 32055

RE: Work Squad Contract #W1115, AMD#1

Dear Ms. Brecheen:

Attached for signature is original in PDF format of Work Squad Contract #W1115, Amendment 1 between the Department of Corrections and your organization. This Contract Amendment will begin on October 25, 2018, or the last date of signature by all parties, whichever is later and will end on October 24, 2019.

To provide a seamless transition in contracting, **please print two (2) copies of the attached** original work squad contract amendment and have **the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is: Florida Department of Corrections
Bureau of Procurement
Attention: Mrs. Cristy Martin
501 South Calhoun Street
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1115) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Mrs. Cristy Martin
Mrs. Cristy Martin
Purchasing Analyst

Enclosure

CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the Columbia County, Board of County Commissioners (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal; revises the end date of the Contract referenced in Section I., A., Contract Term. The Department is exercising its renewal option for one (1) year of the renewal term. A renewal term of two (2) years remain in the Contract.
- Revises Section II., B., 1., Responsibilities of the Department, a.;
- Revises Section II., B., 3., Communications Equipment, third paragraph;
- Revises Section IV., CONTRACT MANAGEMENT, first paragraph;
- Revises Section IV., A., Department’s Contract Manager;
- Revises Section IV., B., Department’s Contract Administrator;
- Revises Section VII., C., Disputes;
- Adds Section VII., K., Americans with Disabilities Act; and
- Revises Addendum A, third line.

Original Contract Term: October 25, 2017 through October 24, 2018

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., CONTRACT TERM/RENEWAL, A., Contract Term is hereby revised to read:

I. A. Contract Term

This Contract shall begin on October 25, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on October 24, 2019.

This Contract is in its first renewal term.

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2. Section II., B., 1., Responsibilities of the Department, a., is hereby revised to read:

II. B. 1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide three (3) Correctional Work Squad Officer positions to supervise inmate work squads. This Contract provides for three (3) work squads of up to six (6) inmates each.

3. Section II., B., 3., Communications Equipment, third paragraph, is hereby revised to read:

II. B. 3. Communications Equipment

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions, to effectuate the deprogramming of radio communications equipment provided by the Agency.

4. Section IV., CONTRACT MANAGEMENT, first paragraph, is hereby revised to read:

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

5. Section IV., A., Department's Contract Manager, is hereby revised to read:

IV. A. Department's Contract Manager

The Department's Field Office Manager of Columbia Correctional Institution represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Columbia Correctional Institution
216 SE Corrections Way
Lake City, FL 32025
Telephone: (386) 292-7266
Email: Marianne.Pridgen@fdc.myflorida.com

6. Section IV., B., Department's Contract Administrator, is hereby revised to read:

IV. B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

**CONTRACT #W1115
AMENDMENT #1**

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

7. Section VII., C., Disputes, is hereby revised to read:

VII. C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

8. Section VII., K., Americans with Disabilities Act, is hereby added:

VII. K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

9. Addendum A, third line, is hereby revised to read:

Interagency Contract Number W1115, Amendment #1 Effective October 25, 2018.

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All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: COLUMBIA COUNTY, BOARD OF
COUNTY COMMISSIONERS**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

**Approved as to form and legality, subject to
execution.**

SIGNED
BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED
BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Revised Addendum A

**Inmate Work Squad Detail of Costs for the Columbia County Board of County Commissioners
Interagency Contract Number W1115, Amendment #1 Effective October 25, 2018**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

				Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officers:	Multiplier	<u>3</u>	\$ 54,194.00 **	\$ 162,582.00
Salary Incentive Payment				\$ 1,128.00	\$ 3,384.00
Repair and Maintenance				\$ 121.00	\$ 363.00
State Personnel Assessment				\$ 354.00	\$ 1,062.00
Training/Criminal Justice Standards				\$ 200.00	\$ 600.00
Uniform Purchase				\$ 400.00	\$ 1,200.00
Uniform Maintenance				\$ 350.00	\$ 1,050.00
Training/Criminal Justice Standards *				N/A	
TOTAL - To Be Billed By Contract To Agency				<u>\$ 56,747.00</u>	<u>\$ 170,241.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
3	<u>\$ 2,250.00</u>
TOTAL - To Be Billed By Contract To Agency	<u>\$ 2,250.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

Revised Addendum A
Inmate Work Squad Detail of Costs for the Columbia County Board of County Commissioners
Interagency Contract Number W1115, Amendment #1 Effective October 25, 2018

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00	<input checked="" type="checkbox"/>	3	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input type="checkbox"/>		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency					\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$170,241.00
\$2,250.00
\$172,491.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$172,491.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department,
the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS

Inmate Work Squad Detail of Costs for the Columbia County Board of County Commissioners Interagency Contract Number W1115, Amendment #1 Effective October 25, 2018

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.