

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/02/2021

Contract/Lease Control #: C17-2572-PW

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FL. DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/22/2017

Expiration Date: 06/21/2022 W/1 YR RENEWALS

Description of: ROAD DEPT WORK SQUAD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2572-PW Tracking Number: 4200-21
Procurement/Contractor/Lessee Name: DOC Grant Funded: YES ___ NO X
Purpose: Renewal/amendment
Date/Term: 2-12-2020 1. GREATER THAN \$100,000
Department #: 1002 2. GREATER THAN \$50,000
Account #: 534500 3. \$50,000 OR LESS
Amount: \$117,944.00
Department: PW Dept. Monitor Name: [Signature]

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 1-11-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal Aids Grant Name: _____
_____ Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: see email attached Date: 1-11-2021
_____ Lisa Price
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 1-8-2021
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: DeRita Mason
Sent: Friday, January 8, 2021 12:56 PM
To: Robert Vandebroek
Subject: FW: W1101 DOC Road Contract

Rob,

This is approved via legal/risk and can be place on the next board meeting.

DeRita Mason



DeRita Mason, CFPB
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Lynn Hoshihara
Sent: Friday, January 8, 2021 10:25 AM
To: DeRita Mason ; Parsons, Kerry
Cc: Lisa Price
Subject: Re: W1101 DOC Road Contract

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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DeRita Mason

From: Lisa Price
Sent: Monday, January 11, 2021 3:28 PM
To: DeRita Mason
Subject: RE: W1101 DOC Road Contract

I did, it was approved.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, January 11, 2021 3:27 PM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: W1101 DOC Road Contract

Lisa,

Did you review this? I sent it out January 8.
I put you did, but I can't find the email.

DeRita Mason



CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
OKALOOSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the Okaloosa 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, and revises Section I., A., Contract Term. The Department is exercising its final renewal option;
- Revises Section VII., D., Force Majeure; and
- Revises Revised Addendum A, third line.

Original Contract Term:	June 22, 2017 through June 21, 2020
Amendment #1:	February 12, 2020 through June 21, 2021

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

1. Section I., A., Contract Term is hereby revised to read:

I. A. Contract Term

This Contract began on June 22, 2017 and shall end on June 21, 2022.

2. Section VII., D., Force Majeure, is hereby revised to read:

VII. D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

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

Interagency Contract Number W1101, Amendment #2 effective June 22, 2021.

**CONTRACT #W1101
AMENDMENT #2**

All other terms and conditions of the original Contract and any previous amendments 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:
OKALOOSA COUNTY, BOARD OF COUNTY
COMMISSIONERS**

SIGNED BY: *Carolyn N. Ketchel*
NAME: Carolyn N. Ketchel
TITLE: Chairman
DATE: JAN 19 2021
FEIN: 59-6000765



FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: *Kasey Bickley*
NAME: Kasey A. Bickley
TITLE: Chief, Bureau of Procurement
DATE: 2/24/21

SIGNED BY: *Dorothy M. Burnsed*
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: 2/24/21

Revised Addendum A

**Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101, Amendment #2 effective June 22, 2021**

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	# Officer: Multiplier	<u>1</u>	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

*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
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

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 Okaloosa County Board of County Commissioners
 Interagency Contract Number W1101, Amendment #2 effective June 22, 2021**

		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:							
Hand Held Radio	MACOM	\$4969.00	1	\$ -	<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"/>
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
\$56,747.00
\$750.00
\$57,497.00

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

TOTAL \$57,497.00

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.

Revised Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101, Amendment #2 effective June 22, 2021

- 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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/17/2020

Contract/Lease Control #: C17-2572-PW

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FL DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/22/2017

Expiration Date: 06/21/2021 W/1 1 YR RENEWAL

Description of ROAD DEPT WORK SQUAD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

Monitor's FAX # or E-mail: JAUTREYMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: CH-2572-rw Tracking Number: 3780-20
Procurement/Contractor/Lessee Name: PL Dept of Landings Grant Funded: YES ___ NO ___
Purpose: amendment/renewal
Date/Term: June 21, 2021
Amount: 58,972.00
Department: PLD
Dept. Monitor Name: Aubry

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Mason Date: 1-5-20
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 1-6-20
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 1-6-20
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, January 6, 2020 8:04 AM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: W1101, AMD#1 Okaloosa County, Board of County Commissioners

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson P.A.**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, January 6, 2020 9:01 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: W1101, AMD#1 Okaloosa County, Board of County Commissioners
Importance: High

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason

DeRita Mason

From: Karen Donaldson
Sent: Monday, January 6, 2020 9:18 AM
To: DeRita Mason
Subject: RE: W1101, AMD#1 Okaloosa County, Board of County Commissioners

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, January 6, 2020 8:01 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: W1101, AMD#1 Okaloosa County, Board of County Commissioners
Importance: High

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
OKALOOSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the Okaloosa 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; and revises Section I., A., Contract Term. A renewal period of one (1) year remains 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;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Revises Addendum A.

Original Contract Term: June 22, 2017 through June 21, 2020

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

1. Section I., A., Contract Term is hereby revised to read:

I. A. Contract Term

This Contract began on June 22, 2017 and shall end on June 21, 2021.

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 one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to five (5) inmates.

CONTRACT#: C17-2572-PW
FL DEPARTMENT OF CORRECTIONS
ROAD DEPT WORK SQUAD
EXPIRES: 06/21/2021 W/1 1 YR RENEWAL

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, or designee, 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 Okaloosa Correctional Institution 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
Okaloosa Correctional Institution
3189 Little Silver Road
Crestview, Florida 32539
Telephone: (850) 683-9070
Email: Michael.Klugh@fdc.myflorida.com

6. Section IV., B., Department's Contract Administrator, are 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 and will serve as a liaison with the Department's Contract Manager.

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. Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives, is hereby added:

VII. L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

10. Addendum A, is hereby revised to read:

Revised Addendum A
Inmate Work Squad Detail of Costs for Okaloosa County, Board of County Commissioners
Interagency Contract Number W1101, Amendment #1 effective June 22, 2020.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

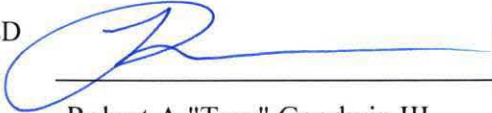
All other terms and conditions of the original Contract remain in full force and effect.

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: OKALOOSA COUNTY, BOARD OF
COUNTY COMMISSIONERS**

SIGNED
BY:



NAME: Robert A. "Trey" Goodwin III

TITLE: Chairman, Board of County Commissioners

DATE: JAN 2 1 2020

FEIN: 59-6000765

FLORIDA DEPARTMENT OF CORRECTIONS

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

SIGNED
BY:



NAME: Kasey A. Bickley

TITLE: Chief, Bureau of Procurement

DATE: 2/12/20

SIGNED
BY:



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 2/10/2020

**Revised Addendum A
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101, Amendment #1 effective June 22, 2020**

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

		Per Officer Annual Cost	Total Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:			
Officers Salary	# Officer: Multiplier	1	\$ 54,194.00 ** \$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*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.)

		Number Squads	Total Annual Cost
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.			
		1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency			\$ 750.00

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 Okaloosa County Board of County Commissioners
Interagency Contract Number W1101, Amendment #1 effective June 22, 2020

		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:							
Hand Held Radio	MACOM	\$4969.00	<input checked="" type="checkbox"/> 1	\$ -	<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"/>
TOTAL Operating Capital To Be Advanced By Agency				\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:		Total Cost
1. Operating Capital - from Section IV.		\$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:		\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:		Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.		\$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.		\$750.00
3. Grand Total - To Be Billed To Agency By Contract:		\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	TOTAL	\$57,497.00
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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.

Revised Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101, Amendment #1 effective June 22, 2020

- 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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05-24-2017

Contract/Lease Control #: C17-2572-PW

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FL DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/22/2017

Expiration Date: 06/21/2020 w/2 1 yr renewals

Description of Contract/Lease: ROAD DEPT WORK SQUAD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>new</u>	Tracking Number: <u>2334-17</u>
Contractor/Lessee Name: <u>FL Dept. of Corrections</u> ^{WS975}	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>1 corrections officer to supervise up to 5 inmates</u>	
Date/Term: <u>7-22-17-7-21-20</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>58,912</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AW</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Autry</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>DeRita Mason</u>	Date: <u>3-16-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written:	
<u>Crystal King</u>	Date: <u>3-21-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>see email attached</u>	
County Attorney	Date: <u>3-16-17</u>
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, March 16, 2017 3:14 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: Re: Inmate Services

Hey DeRita:

This is approved for legal purposes.

Sent from my iPhone

On Mar 16, 2017, at 3:12 PM, DeRita Mason <dmason@co.okaloosa.fl.us> wrote:

<image001.png>

DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

<inmate labor contract draft.docx>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
OKALOOSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and the Okaloosa County, Board of County Commissioners ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the Okaloosa County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on June 22, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or June 21, 2020, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for two (2) one (1) year periods, in whole or part, after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
 - g. The Department shall provide food and drinks for inmates' lunches.
 - h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
 - i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
 - j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
 - k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
 - l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
 - m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.
2. Responsibilities of the Agency
- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
 - b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
 - c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
 - d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
 - e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

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. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

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

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency.

The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Road Division
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, Florida 32536
Telephone: (850) 689-5770
Fax: (850) 689-5786
Email: rvandenbroeck@co.okaloosa.fl.us

IV. **CONTRACT MANAGEMENT**

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

A. Department's Contract Manager

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

Warden
Okaloosa Correctional Institution
3189 Little Silver Road
Crestview, Florida 32539
Telephone: (850) 682-0931

B. Department's Contract Administrator

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

The 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

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Road Division
Okaloosa County, Board of County Commissioners
1759 South Ferdon Blvd.
Crestview, Florida 32536
Telephone: 850-689-5786
Email: rvandenbroeck@co.okaloosa.fl.us

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

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 Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

AGENCY: OKALOOSA COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY:

Carolyn N. Ketchel



NAME: Carolyn N. Ketchel

TITLE: Chairman, Board of County Commissioners

DATE: April 18, 2017

FEID #: F596000765

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY:

Kasey B. Faulk

SIGNED BY:

Kenneth S. Steely GEW

NAME: Kasey B. Faulk

NAME: Kenneth S. Steely

TITLE: Chief, Bureau of Procurement

TITLE: General Counsel

DATE: 5/11/17

DATE: 5/10/17

Addendum A

**Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101 Effective June 22, 2017**

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	1	\$ 54,194.00	**	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00		\$ 1,128.00
Repair and Maintenance			\$ 121.00		\$ 121.00
State Personnel Assessment			\$ 354.00		\$ 354.00
Training/Criminal Justice Standards			\$ 200.00		\$ 200.00
Uniform Purchase			\$ 400.00		\$ 400.00
Uniform Maintenance			\$ 350.00		\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00		\$ 56,747.00

*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
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

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

Addendum A
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101 Effective June 22, 2017

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	\$4989.00	<input checked="" type="checkbox"/> 1	\$ -	<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
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

YEAR 1	\$57,497.00
YEAR 2	\$57,497.00
YEAR 3	\$57,497.00
TOTAL	\$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.

I
I

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1101 Effective June 22, 2017

- 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.
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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.
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