

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/20/2017

Contract/Lease Control #: C17-2543-FM

Bid #: N/A

Contract/Lease Type: Contract

Award To/Lessee: Florida Department of Corrections

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 3/20/2017

Term: 3/20/2020

Description of Contract/Lease: Inmate Labor

Department: FM

Department Monitor: JAMES PUCKETT

Monitor's Telephone #: 850-689-5790

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

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/14/2021

Contract/Lease Control #: C17-2543-FM

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FLORIDA DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/12/2019

Expiration Date: 03/11/2023

Description of: INMATE LABOR

Department: FM

Department Monitor: HENDRICK

Monitor's Telephone #: 850-689-5790

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C172543-FM Tracking Number: _____

Procurement/Contractor/Lessee Name: PL 000 Grant Funded: YES _____ NO X

Purpose: Amendment #2

Date/Term: 3/1/23

1. ☒ GREATER THAN \$100,000

Department #:

2. ☐ GREATER THAN \$50,000

Account #: see attached

3. ☐ \$50,000 OR LESS

Amount: _____

Department: FM Dept. Monitor Name: Hendricks

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason

Date: 8/25/21

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written:

Grant Name: _____

NO Feedback

Date: _____

Grants Coordinator _____

Risk Management Review

Approved as written:

see email attached

Date: 8/25/21

Risk Manager or designee _____

Lisa Price

County Attorney Review

Approved as written:

see email attached

Date: 8/25/21

County Attorney _____

Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written:

Date: _____

IT Review (if applicable)

Approved as written:

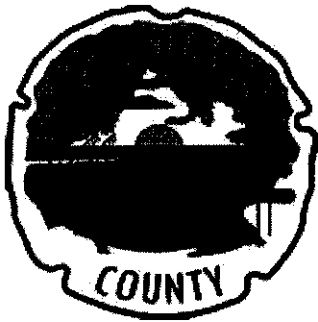
Date: _____

DeRita Mason

From: Lisa Price
Sent: Wednesday, August 25, 2021 1:17 PM
To: DeRita Mason
Cc: Amanda Maxwell
Subject: RE: W1098 Amendment 1 Okaloosa County, Board of County Commissioners (C17-2543-FM)

This is approved by Risk, no insurance element.

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



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

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: Wednesday, August 25, 2021 12:46 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, August 25, 2021 2:30 PM
To: DeRita Mason; Kerry Parsons
Cc: Lisa Price
Subject: Re: W1098 Amendment 1 Okaloosa County, Board of County Commissioners (C17-2543-FM)

This is approved as to legal sufficiency. They need to also provide written notice to FDOC to update the county representative and remove James Puckett.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, August 25, 2021 1:46:16 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: W1098 Amendment 1 Okaloosa County, Board of County Commissioners (C17-2543-FM)

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



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

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:

- Revises Section II., B., 1., Responsibilities of the Department, a.;
- Revises Section VII., D., Force Majeure;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Replaces Revised Addendum A.

Original Contract Term: March 12, 2017 through March 11, 2020
Amendment #1: November 12, 2019 through March 11, 2023

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

1. 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 two (2) Correctional Work Squad Officer positions to supervise inmate work squads. This Contract provides for two (2) work squads of up to five (5) inmates per squad.

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. 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.

4. Replaces Revised Addendum A.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
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**CONTRACT #W1098
AMENDMENT #2**

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:

Carolyn Ketchel
Carolyn Ketchel

NAME:

Chairman, Board of County Commissioners

TITLE:

DATE:

SEP 07 2021

FEIN:



FLORIDA DEPARTMENT OF CORRECTIONS

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

SIGNED
BY:

Trueby K. Bodiford
Trueby K. Bodiford

NAME:

Procurement Director

TITLE:

DATE:

10/8/21

SIGNED
BY:

Dorothy M. Burnsed
Dorothy M. Burnsed

NAME:

Deputy General Counsel

TITLE:

DATE:

10/7/21

Revised Addendum A

**Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1098, Amendment #2 Effective Upon Signature of Both Parties**

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	Multiplier	2	\$	54,194.00	**	\$	108,388.00
Officers Salary				\$	1,128.00		\$	2,256.00
Salary Incentive Payment				\$	121.00		\$	242.00
Repair and Maintenance				\$	354.00		\$	708.00
State Personnel Assessment				\$	200.00		\$	400.00
Training/Criminal Justice Standards				\$	400.00		\$	800.00
Uniform Purchase				\$	350.00		\$	700.00
Uniform Maintenance				\$	2,225.00			
Training/Criminal Justice Standards *								
TOTAL - To Be Billed By Contract To Agency				\$	58,972.00		\$	113,494.00

*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.

2 \$ 1,500.00

TOTAL - To Be Billed By Contract To Agency

\$ 1,500.00

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 W1098, Amendment #2 Effective Upon Signature of Both Parties

			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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00		2	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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
\$113,494.00
\$1,500.00
\$114,994.00

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

YEAR 1	\$114,994.00
YEAR 2	\$114,994.00
YEAR 3	\$114,994.00
3 YEAR TOTAL	\$344,982.00

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 W1098, Amendment #2 Effective Upon Signature of Both Parties

- 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: 11/18/2019

Contract/Lease Control #: C17-2543-FM

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FLORIDA DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/12/2017

Expiration Date: 03/11/2023

Description of INMATE LABOR

Department: FM

Department Monitor: PUCKETT

Monitor's Telephone #: 850-689-5790

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: <u>C17-2543-FM</u>		Tracking Number: <u>3554-19</u>	
Procurement/Contractor/Lessee Name: <u>PL Dept of CAR</u>		Grant Funded: YES ___ NO <u>X</u>	
Purpose: <u>amendment</u>			
Date/Term: <u>3-11-23</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000		
Amount: <u>172,491.00 3y^r total</u>	2. <input type="checkbox"/> GREATER THAN \$50,000		
Department: <u>FM</u>	3. <input type="checkbox"/> \$50,000 OR LESS		
Dept. Monitor Name: <u>Puckett</u>			

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>9-5-19</u>
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr	

2CFR Compliance Review (if required)	
Approved as written: <u>NO federal funds</u>	Grant Name: _____
_____	Date: _____
Grants Coordinator	Danielle Garcia

Risk Management Review	
Approved as written: <u>see email attached</u>	Date: <u>9-11-19</u>

Risk Manager or designee	

County Attorney Review	
Approved as written: <u>see email attached</u>	Date: <u>9-6-19</u>

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: Karen Donaldson
Sent: Wednesday, September 11, 2019 9:00 AM
To: DeRita Mason
Subject: RE: C17-2543-FM Florida Department of Corrections Amendment 1

DeRita

This is approved by risk Management. There is not insurance component.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, September 5, 2019 4:01 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2543-FM Florida Department of Corrections Amendment 1

Please review and approve the attached.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, September 5, 2019 4:50 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: C17-2543-FM Florida Department of Corrections Amendment 1

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
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: Thursday, September 5, 2019 5:01 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2543-FM Florida Department of Corrections Amendment 1

Please review and approve the attached.

Thank you,

DeRita



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

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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 Okaloosa County, Board of County Commissioners ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for three (3) years pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its final renewal option.
- 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., J., Sovereign Immunity;
- Adds Section VII., K., Americans with Disabilities Act; and
- Revises Addendum A, third line.

Original Contract Term:

March 12, 2017 through March 11, 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 March 12, 2017, and shall end at midnight on March 11, 2023.

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.

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 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 Colonel Greg Malloy Road
Crestview, Florida 32539
Telephone: (850) 683-9070
Email: Michael.Klugh@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.

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., J., Sovereign Immunity, is hereby revised to read:

VII. 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 Contract.

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 W1098, Amendment #1 Effective March 12, 2020.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**CONTRACT #W1098
AMENDMENT #1**

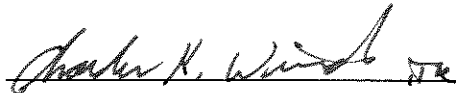
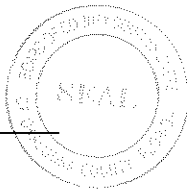
All other terms and conditions of the original Contract remain in full force and effect.

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: CHARLES K. WINDES

TITLE: CHAIRMAN - BOARD OF COUNTY COMMISSIONERS

DATE: OCT 15 2019

FEIN: 59-6000765

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to
execution.

SIGNED
BY:



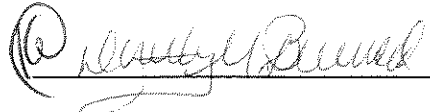
NAME: Kasey ~~B. Faulk~~ Bickley

TITLE: Chief, Bureau of Procurement

DATE:

11/12/19

SIGNED
BY:



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE:

11/15/19

Revised Addendum A

Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners

Interagency Contract Number W1098, Amendment #1 Effective March 12, 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	Multiplier			
Officers Salary		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
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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 W1098, Amendment #1 Effective March 12, 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 type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input checked="" type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency			1	\$ -			

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
3 YEAR 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.

Revised Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1098, Amendment #1 Effective March 12, 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 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 March 12, 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 March 11, 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 up to a three (3) year period, 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:

Sheri Whitman, Program Technician
Okaloosa County, Public Works Resources
5489 Old Bethel Rd.
Crestview, Florida 32536
Telephone: (850) 689-5770
Fax: (850) 689-5786
Email: swhitman@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 Colonel Greg Malloy Road
Crestview, Florida 32539
Telephone: (850) 683-4011

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:

James Puckett
Okaloosa County Parks and Recreation
5489 Old Bethel Rd.
Crestview, Florida 32536
Telephone: (850) 689-5790
Email: jpuckett@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 of Institutions 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: 8 Feb 20 17

FEID #: 59-600765

DEPARTMENT OF CORRECTIONS

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

SIGNED
BY:

Kasey B. Faulk

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 3/16/17

SIGNED
BY:

Kenneth S. Steely

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 3/15/17

Addendum A
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1098 Effective March 12, 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:**

	# Officers	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary		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 W1098 Effective March 12, 2017

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> Hand Held Radio MACOM \$4969.00 Vehicle Mounted Radio MACOM \$5400.00 </div> <div style="width: 10%; text-align: center;"> <input type="checkbox"/> <input checked="" type="checkbox"/> </div> <div style="width: 10%; text-align: center;"> <div style="border: 1px solid black; padding: 2px;">Per Unit Cost</div> <hr/> <div style="border: 1px solid black; padding: 2px;">Number of Units</div> <hr/> </div> </div> <div style="width: 10%; text-align: center;"> <hr/> 1 </div> </div> <div style="margin-top: 5px;"> TOTAL Operating Capital To Be Advanced By Agency </div> </div>	<div style="border: 1px solid black; padding: 2px; text-align: center;">Total Cost</div> <hr/> \$ - <hr/> \$ - <hr/> \$ - <hr/>	<div style="display: flex; justify-content: space-around; font-size: small;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">Bill To Agency</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Provided By Agency</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Already Exists</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"><input type="checkbox"/></div> <div style="text-align: center;"><input type="checkbox"/></div> <div style="text-align: center;"><input checked="" type="checkbox"/></div> </div>
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:	<div style="border: 1px solid black; padding: 2px; text-align: center;">Total Cost</div> <hr/> \$0.00 <hr/> \$0.00 <hr/>	
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:	<div style="border: 1px solid black; padding: 2px; text-align: center;">Total Cost</div> <hr/> \$56,747.00 <hr/> \$750.00 <hr/> \$57,497.00 <hr/>	
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	<div style="display: flex; justify-content: space-between;"> <div> YEAR 1 YEAR 2 YEAR 3 3 Year TOTAL </div> <div style="text-align: right;"> \$57,497.00 # \$57,497.00 # \$57,497.00 # <hr/> \$172,491.00 # </div> </div>	
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.		

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Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Okaloosa County Board of County Commissioners
Interagency Contract Number W1098 Effective March 12, 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.
- 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.
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- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

Original sent to James
Puckett 2-23-17

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>new</u>	Tracking Number: <u>2283-17</u>
Contractor/Lessee Name: <u>FL Dept of Correc</u>	Grant Funded: <u>YES</u> NO
Purpose: <u>inmate labor</u>	
Date/Term: <u>3-11-20</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PLT</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Puckett</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:



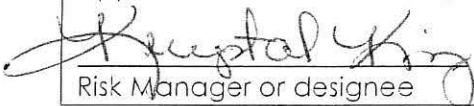
Purchasing Director or designee

Date: 2-22-17

~~Greg Kisela, Charles Powell, DeRita Mason, Matthew Young~~

Risk Management Review

Approved as written: With Insurance Addition



Risk Manager or designee

Laura Porter or Krystal King

Date: 2-22-17

County Attorney Review

Approved as written:

see email attached

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 2-23-17

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, February 23, 2017 8:53 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Work squad contract W1098 Okaloosa County, Board of County Commissioners

Good Morning DeRita:

This is approved for legal sufficiency.

Have a good day!
Kerry

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, February 22, 2017 3:18 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Work squad contract W1098 Okaloosa County, Board of County Commissioners

Please review and approve. Please see comments from Puckett below about the time crunch. He stated that he doesn't have it in a Word document because it came from the State.

DeRita

From: James Puckett
Sent: Wednesday, February 22, 2017 2:13 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: FW: Work squad contract W1098 Okaloosa County, Board of County Commissioners

Derita,
Can you please process this contract for the Parks Inmate Squad through the coordination process? I need to get this on the agenda as soon as possible. The contract terminates on March 12, 2017, due to issues the state had it is very late, no fault of ours.
James

From: Dupree, John (CO) [mailto:John.Dupree@fdc.myflorida.com]
Sent: Wednesday, February 22, 2017 1:14 PM
To: James Puckett <jpuckett@co.okaloosa.fl.us>
Cc: Schrader, Loran <Loran.Schrader@fdc.myflorida.com>
Subject: Work squad contract W1098 Okaloosa County, Board of County Commissioners

James, as per our conversation, am sending the final document instead of a DRAFT version. Please use this to print and sign - did change it to three years. Am including the standard instructions below - just changed the expected date to ASAP, due to the time issue. Thanks.

RE: Work Squad Contract W1098

Dear Mr. Puckett:



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor

RICK SCOTT

Secretary

JULIE L. JONES

501 South Calhoun Street, Tallahassee, FL 32399-2500

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

March 16, 2017

James Puckett
Okaloosa County Parks and Recreation
5489 Old Bethel Rd.
Crestview, Florida 32536

RE: Work Squad Contract #W1098

Dear Mr. Puckett:

Enclosed is your fully executed original document for your files of Work Squad Contract #W1098 between the Department of Corrections and your agency. This Contract will replace Contract #WS954 effective today March 16, 2017.

As a reminder, please be advised:

- to include the Contract #(W1098) on all correspondence;
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3677

Sincerely,

John Dupree

John Dupree
Purchasing Analyst
Bureau of Procurement